

The complaint

Mr R and Mrs R complain about Ageas Insurance Limited (“Ageas”) for the way it handled a claim for a leak in their home. They want compensation for the distress and inconvenience they experienced.

What happened

Mr R and Mrs R own a flat in the top floor of a building.

In April 2018, their lower neighbour alerted them to a leak coming from their bathroom.

This leak was temporarily repaired, but damage was discovered in the floor of the bathroom. They submitted a claim on their home insurance.

Investigations began into the repairs that would be necessary. Investigations were then paused for a short while as Mr R and Mrs R were due to have their baby.

Mr R and Mrs R and their child were unable to use their bathroom while repairs were outstanding. In November 2019 it was agreed that they would move into alternative accommodation while repairs were ongoing. Due to delays, they moved into alternative accommodation in March 2020.

Work on their home was then delayed due to seeking consent for works and agreement for a contribution to costs from the lower neighbour. The pandemic then hit and slowed progress.

Repair works were further delayed and were only begun in effect in September 2020.

Mr R and Mrs R were out of their home until February 2022, when works were substantially completed and they could return home.

Mr R and Mrs R made complaints to Ageas regarding the delays.

Ageas sent Mr R and Mrs R final response letters relating to different periods of time. They offered them nominal compensation for their distress and inconvenience.

Mr R and Mrs R were not happy and contacted us.

Our investigator has looked into these complaints and set out his view to the parties. This was that Ageas ought to increase its offer of compensation relating to this complaint (covering the period June 2019 – September 2020) to £500.

Mr R and Mrs R did not accept that view and asked for an ombudsman decision.

What I’ve decided – and why

I’ve considered all the available evidence and arguments to decide what’s fair and reasonable in the circumstances of this complaint.

I have previously indicated to the parties that, taking into account the disruption Mr R and Mrs R suffered, I thought that the compensation should be increased further. I also indicated that I could not see any justification for the delays in the repairs as the costs would ultimately be borne by Ageas, as the insurer responsible for the flat where the leak originated.

Ageas has offered to pay to Mr R and Mrs R £5500 in total compensation for their distress and inconvenience covering the entire period (i.e. beyond the period of time considered in this complaint).

Mr R and Mrs R have agreed to accept this, and I agree that it is a reasonable offer of resolution. I therefore uphold Mr R and Mrs R's complaint and direct that Ageas settle the complaints as agreed.

Putting things right

Ageas will now arrange to pay a total of £5,500.00 to Mr R and Mrs R to settle their complaints up to and including the date of settlement. If Mr R and Mrs R have any further issues after the date of settlement then they will be free to complain to Ageas again.

My final decision

For the reasons set out above, I uphold Mr R and Mrs R's complaint and direct Ageas Insurance Limited to pay to Mr R and Mrs R £5,500.00 in total compensation for their distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R and Mrs R to accept or reject my decision before 24 August 2022.

Laura Garvin-Smith
Ombudsman