

## **The complaint**

Mr and Mrs S complain about the poor handling of a claim made on their home contents insurance provided by Ageas Insurance Limited (“Ageas”).

## **What happened**

Mr and Mrs S suffered a fire at their home on 13 March 2021 and made a claim on their home contents insurance.

Ageas arranged for a disaster recovery company (D) to attend a few days later. D reported that the property was uninhabitable, all contents had been affected by the fire and the damage was consistent with the claim. Mr S says D told him that any reusable items would be cleaned and returned to them. He says D put sentimental items and clothes in plastic bags and left them inside the property. D says it asked Mr S for a list of damaged contents and their value but Mr S said he couldn’t provide this without input from Mrs S who was still too traumatised by the fire to assist.

Around 23 March 2021, Ageas appointed its loss adjuster (L) to Mr and Mrs S’s claim. Mr S says Ageas visited the property on 25 March 2021.

Around the middle of April 2021, Mr and Mrs S complained about the delays in the handling of their claim.

During the handling of their claim, Mr and Mrs S contacted Ageas and L a number of times. For example, on 7 May 2021 Mr S emailed Ageas because possessions were still inside the property and he felt they were at risk of further damage. And on 17 May 2021, Mr S called Ageas because he needed items related to his work returned to him.

Mr and Mrs S brought their complaint to us. They said that:

- despite contacting Ageas and L numerous times about their claim they’d still not been told of its outcome. They said L told them it’s waiting on instruction from Ageas but Ageas say L is handling the claim;
- their damaged possessions were still inside the property and hadn’t been returned to them as promised;
- they’d not been told by Ageas that D and L had been appointed to the claim before D and L had contacted them directly;
- they’d not been provided with updates they’d been promised about the progress of their claim; and
- they’d received calls from various agencies asking for their details and for payments.

Mr and Mrs S said that the delay had meant they’d had to use credit cards to buy new beds, sofas and clothes.

On 15 July 2021, Ageas issued its final response letter (FRL) to Mr and Mrs S's complaint. It said the delays Mr and Mrs S had experienced were essential in validating their claim. It said that although regular updates hadn't been available, it had provided updates to Mr and Mrs S during the validation process. The FRL noted that a decision about Mr and Mrs S's claim had not yet been made.

Our investigator didn't uphold Mr and Mrs S's complaint. She didn't think there'd been unnecessary delays and felt Mr and Mrs S had been kept updated. She said there was no evidence that there'd been calls asking for payments.

Mrs and Mrs S didn't agree with our investigator's view and asked for an ombudsman's decision.

After I'd considered all the available evidence to decide what's fair and reasonable in the circumstances of this complaint, I reached a different outcome to our investigator. Because the outcome was different, I issued a provisional decision giving both parties a further chance to comment on my findings ahead of issuing my final decision.

### ***My provisional decision***

My provisional decision was that I was minded to uphold Mr and Mrs S's complaint. I explained my provisional findings to both parties as follows:

### ***The appointment of D and L***

*Ageas provided systems notes it says show it texted Mr S on the 15 March 2021 telling him it'd appointed D and again on the 23 March 2021 telling him it'd appointed L. Both these texts appear to have been sent before D and L first attended Mr and Mrs S's property.*

*But Ageas system's notes also show that Mr S contacted it on 31 March 2021 asking it if L and D had been appointed. And Mr and Mrs S told us the number Ageas texted was Mr S's old number.*

*Mr S told us he didn't tell Ageas his new number because he preferred to be contacted by email. So I asked Ageas about Mr and Mrs S's contact preferences. Ageas sent copies of records showing Mr and Mrs S's most recent contact preference as "post" and said it no longer held information about their earlier contact preferences. Ageas also told us that Mr S asked on 5 May 2021 and 18 May 2021 for updates to be emailed to him. And on 16 August 2021, Mr S emailed Ageas to say he'd need to be contacted by email. But these requests were made after D and L had been appointed and the texts sent to Mr S's old number, which it's reasonable for Ageas to have thought was Mr S's current number.*

*Mr S contacted Ageas and L many times by phone about his claim. And on 5 May 2021 when Ageas called Mr S and he was too busy to take the call, he asked Ageas to email or text him instead.*

*I'm satisfied then that Ageas tried to tell Mr and Mrs S about D's and L's appointment in a timely way. I don't think on balance it was unreasonable for Ageas do this by texting Mr S when it did and I don't think it's unreasonable that Ageas sent the texts to Mr S's old number.*

### ***Calls from agencies***

*Ageas instructed a second loss adjuster ('S') by mistake on 23 March 2021 and told us it would've texted Mr and Mrs S automatically about this. This must have been frustrating and confusing for Mr and Mrs S given that they'd also been told L had been appointed.*

*I can see from Ageas' system notes that D appointed a third party ("W") to restore some of Mr and Mrs S's possessions and that D emailed Ageas about W's appointment on 17 March 2021, which was after Ageas had already texted Mr S about D's appointment.*

*But I've not seen any evidence that Mr and Mrs S were contacted by any parties other than S, W, D or L.*

*As for requests for payments, I can see D emailed Ageas on 22 March 2021 about the collection of Mr and Mrs S's excess asking it to get in touch with Mr S to explain the process. But I've not seen evidence that any other parties contacted Mr or Mrs S asking for payments. And it's not unreasonable for D - as Ageas' agent - to contact Mr and Mrs S's about their excess when Ageas had already texted Mr S about D's appointment a few days after the fire on 15 March 2021.*

### **Delays**

*I can see that L contacted Ageas' claims handling department with a query about the claim on 21 May 2021. Ageas claims area told L that day it'd need to refer the query to its underwriting team. But the claims area didn't manage to successfully raise the matter with the underwriting team until the 7 June 2021. Ageas said this delay was due to staffing issues. But despite this, I'd have expected the query to have been dispatched to Ageas' underwriting team sooner than it was, and so I think the delay this caused to the progress of Mr and Mrs S's claim here is unreasonable.*

*Ageas' underwriting team responded to the query on 10 June 2021 and said it wouldn't be prepared to respond to L's query until L had provided its report. At this point progress with Mr and Mrs S's claim appears to have stalled so that by the 15 July 2021 - when Ageas issued its FRL - the query still hadn't been resolved and Mr and Mrs S hadn't been told the outcome of their claim. It's reasonable for an insurer to need some time to consider a claim, but I think the length of the delay caused by Ageas' failure to resolve the query sooner is unreasonable.*

### **Mr and Mrs S's possessions at the property**

*I've not seen any evidence of the discussion between Mr S and D where the cleaning and return of Mr and Mrs S's possessions was discussed. But Ageas told this service that D advised Mr and Mrs S on 18 March 2021 that it cannot deal with laundry and the matter would be referred back to Ageas and L. Despite there being no evidence of the discussion and given that the cleaning costs form part of Mr and Mrs S's claim, which at the time hadn't been fully validated, I think it's more likely than not that D wouldn't have said with certainty that Mr and Mrs S's possessions would definitely be cleaned and returned to them.*

*It's not in dispute that Mr and Mrs S's possessions were still inside the fire damaged property when Ageas issued its FRL on 15 July 2021. It's reasonable for Ageas to need time to consider and validate Mr and Mrs S's claim. But I think it's unreasonable that Ageas was still unable to tell Mr and Mrs S by 15 July 2021 whether their claim would be covered - and so whether Ageas would pay the cost of cleaning their possessions.*

### **Updates on the claim**

*I can see from Ageas' contact log that it told Mr S on 23 April 2021 that it's report would be ready on 27 April 2021. Mr S called Ageas because no-one had contacted him on 27 April 2021. Ageas then said it would call Mr S on 30 April 2021 but didn't. Mr S then called B at*

*around 16.26 on 30 April 2021 and was told the report was being generated and would be ready in the next few days. I think it's reasonable for Mr S to have felt frustrated by this.*

*Mr and Mrs S also say they contacted Ageas' loss adjuster about their claim on 20 May 2021, 24 May 2021, 28 May 2021, 15 June 2021 and 17 June 2021 but that L didn't get back to them when it said it would. I reviewed L's contact log but couldn't see that L promised on these dates that it would get back to Mr and Mrs S. Mr S was told on a few of these occasions that someone would call him back when there was an update. But this isn't the same as L promising to call him at a particular time or date. And on other occasions when L did say that Mr and Mrs S would receive an update within a certain timeframe, Mr S called L before the timeframe had elapsed. So I can't say on balance that Ageas' loss adjuster acted unreasonably by not responding to Mr and Mrs S when they contacted it for updates.*

## **Conclusion**

*Mr and Mrs S told us on 22 January 2022 that they were still waiting find out the outcome of their claim. My provisional decision only covers the points raised by Mr and Mrs S before Ageas issued its FRL on 15 July 2021. So Mr and Mrs S are free to raise any further issues they've experienced with the handling of their claim in the first instance with Ageas and afterwards, if necessary, with this service.*

*Mr and Mrs S mentioned that the delays meant they'd needed to use credit cards to buy new beds, sofas and clothes. I unable to make a finding here on whether Mr and Mrs S should be compensated for this because Ageas hadn't decided the outcome of their claim by 15 July 2021 when Ageas issued its FRL. So Mr and Mrs S remain free to raise the matter of having to purchase replacement contents on credit cards, and any additional costs to them of doing so, with Ageas in the first instance and subsequently with this service if the matter leads to a complaint.*

*I'm minded to award Mr and Mrs S compensation for the distress and inconvenience caused to them by Ageas' handling of their claim. When deciding a fair and reasonable amount of compensation, I've considered the extent of the items damaged by the fire and that the damage was to essential items, sentimental items and equipment needed for work. So I think the uncertainty not knowing whether these items would be covered or not during Ageas' handling of the claim would've been particularly distressing and inconvenient for them. So I'm minded to require Ageas to pay Mr and Mrs S £400 which I think is fair and reasonable compensation for the distress and inconvenience it's caused to Mr and Mrs S in the handling of their claim.*

## **Responses to my provisional decision**

Ageas responded to my provisional and said it had nothing further to add.

Mr and Mrs S asked in their response what the pay-out for their claim plus compensation should be. They said photos and sentimental items had been returned to them on 12 April 2022 but hadn't been cleaned. And that clothes and other possessions still hadn't been returned to them and they'd had to purchase replacements.

## **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've also considered the responses of both parties to my provisional decision.

As I'd said in my provisional decision, I'm sorry to hear Mr and Mrs S suffered a fire at their residence – it must have been a horrific experience for them.

I'd explained in my provisional decision that I can only consider Ageas's handling of Mr and Mrs S's claim up to 15 July 2021. And that any other issues Mr and Mrs S have experienced after this date - which would include items being returned to them uncleaned or not at all – should be raised with Ageas first. After raising these matters with Ageas, and if necessary, Mr and Mrs S are then free to approach this service about them.

Ageas hadn't decided the outcome of Mr and Mrs S's claim by 15 July 2021, so I'm unable to make a finding on what the settlement for the claim should be. And I can only decide here what's fair and reasonable compensation for events up to the 15 July 2021. If the claim settlement cannot be resolved, Mr and Mrs S are free to approach this service again with a further complaint.

So, because Ageas didn't provide any further comment or information in its response and because Mr and Mrs S's response hasn't persuaded me to depart from my provisional findings, I've decided to uphold Mr and Mrs S's complaint in line with my provisional decision.

So I require Ageas to pay Mr and Mrs S £400 for the distress and inconvenience it has caused them, which I think is fair and reasonable compensation because of the extent of the items damaged and that their claim concerned equipment needed for work and essential and sentimental items.

### **My final decision**

I uphold Mr and Mrs S's complaint. I instruct Ageas Insurance Limited to pay Mr and Mrs S £400 for the distress and inconvenience it has caused when handling their claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S and Mr S to accept or reject my decision before 8 June 2022.

Ruth Peek  
**Ombudsman**