

## The complaint

Mr and Mrs L have complained about their home insurer Ageas Insurance Limited in respect of a claim they made for damage to the conservatory at their home. Mr L has mainly dealt with the claim and complaint, so my findings will mainly refer to him.

## What happened

Mr L noted his home was damaged in March 2020. In February 2021, following a claim being made to Ageas and a complaint to the Financial Ombudsman which had concluded in a final decision, Ageas began considering a claim for damage to Mr L's conservatory. The roof was damaged and there was water damage to the buildings and contents internally. Including to a door between the garage and the conservatory.

Ageas settled for the contents of the conservatory in summer 2021. And it appointed a company to price for repair of the conservatory itself. Settlement for the conservatory itself – the roof, and internal repairs, although not the door – was finally made in February 2022.

Mr L got back in touch with us during that time. He was unhappy about how long it was taking Ageas to settle the matter. He said the delay was causing him a lot of upset. Ageas felt it had progressed things reasonably – that it had needed to review things because Mr L had disputed its settlement offers and that it had often been waiting for information from him.

Our investigator didn't uphold this complaint. He felt the claim had been prolonged in line with the settlement dispute.

Mr L felt that was an unfair assessment of what had happened. He explained that communication from Ageas had been poor and it had never given him a proper breakdown of costs – despite insisting on similar from him. In summary he said there were no valid reasons for his claim having taken so long.

The complaint was passed to me for an ombudsman's consideration. I felt Ageas had caused delays during the progression of this claim after the decision issued by my colleague was accepted by Mr L in February 2021. So I issued a provisional decision to explain my views on that and the compensation I felt Ageas should pay to make up for the distress and inconvenience that had caused. My provisional findings were:

*“Ageas began reviewing the claim at the end of February 2021. But by April its handler noted that the company it had asked to review the costs couldn't complete an exact cost analysis itself. So Ageas felt it should appoint a company that could do that (I'll call it C). C then visited Mr L's home and put forward a cash settlement, which resulted in a dispute. But much later on C said that its initial offers of settlement were indicative only, didn't take into account that a new roof was needed and that for a specialist job like this an expert in conservatory installations was needed to determine a price. It was November 2021 before C arranged for the assessment of an expert. Ageas had begun reviewing the claim in February 2021, I think that if things had been handled well, C and the specialist would have been appointed, with the claim costs being established, within no more than a month.*

*After the assessment in November 2021, it was February 2022 before Ageas made a settlement to Mr L. I see that between November and February Ageas was looking for more detail from Mr L and in February 2022 he provided it a revised quote. I think this delay could have been avoided. The net amount Ageas eventually paid to Mr L for his roof was in line with the price its specialist contractor had estimated in November 2021 – or at least in line with what the contractor would charge at normal rates. I bear in mind also that Ageas refused to accept Mr L's argument that his original estimate was dated August 2020 and that the delay since that time – to the point of the settlement discussions in November 2021 – meant he would have to attain another, likely more expensive quote. Ageas had the most up to date pricing information from a conservatory specialist, so I think it should reasonably have been settling based on that sum. That means that Ageas delayed matters by another three months between November 2021 and February 2022.*

*I note that since settlement was made by Ageas, Mr L has told it the amounts allowed were insufficient. As Ageas had not settled the claim at the time Mr L complained to us, his focus has always been on the delays that were occurring. As such that is what this decision has considered. If Mr L wants to complain about the sums Ageas paid in February 2022, he will have to approach it in that respect with a new complaint.*

*But in terms of the delay I can understand how frustrating this was for Mr and Mrs L. The claim had clearly not progressed in the way they might have expected to start with as they needed to complain to our service. Following our involvement I think they quite naturally expected things would move swiftly towards resolution. As I've said above, in terms of the damage to the conservatory itself, if Ageas had handled it properly, I think it could have been in a position to progress to settlement within around a month after it commenced its review. That would have been the end of March 2021 and yet Mr L didn't receive settlement until late February 2022. They've reported seeing the conservatory deteriorate during that time and they haven't been able to use it as they otherwise would. Mr L's also explained how stressful this on-going issue has been. I think Ageas should pay them £750 compensation."*

Ageas said it felt £750 compensation was too much. It said I had noted that not all the delays were its fault. So, it said, a fair compensation award would be £375.

Mr L said he did not think £750 was enough given all the time he had spent dealing with this in the last two and a half-years. He also wanted it to be noted that he has had to pay more to fix the roof than Ageas paid to him in settlement.

### **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 explained provisionally the delays I felt were Ageas' fault – and that £750, in my view, was fair and reasonable recompense for the upset those delays had caused. Ageas' response to those findings doesn't change my view, either about the delays or the fair and reasonable compensation required to make up for the upset they caused.

I appreciate that Mr L has spent a lot of time in the last two years and a half-years trying to resolve this claim. But he will note that my focus in respect of this complaint and decision is on what happened after the decision of my colleague was accepted in February 2021. And until settlement was received in February 2022. For the upset I'm satisfied Mr and Mrs L were caused during that period by Ageas' delays, I remain of the view that £750 is fair and reasonable compensation.

On the note of the repair settlement, I would draw the parties' attention back to my provisional findings. In there I explained I was only looking, in this decision, at the delay issue. It seems Mr L is still unhappy about the settlement amount Ageas paid. So he will need to approach Ageas about this in the first instance and it will have to deal with his concerns. I trust they can be resolved – the amount in question is, I believe, £490.00 – without the need for Mr L to have to make a third complaint to the Financial Ombudsman in respect of this old claim which I have found Ageas has previously and significantly delayed.

### **Putting things right**

I require Ageas to pay Mr and Mrs L £750 compensation.

### **My final decision**

I uphold this complaint. I require Ageas Insurance Limited to provide the redress set out above at "Putting things right".

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs L and Mr L to accept or reject my decision before 9 September 2022.

Fiona Robinson  
**Ombudsman**