

## **The complaint**

Mr M complains about how Ageas Insurance Limited have handled his claim following water damage at his home.

Any reference to Ageas includes its agents.

## **What happened**

Mr M had a home insurance policy which was underwritten by Ageas.

Mr M discovered some damage at his home on 18 November 2020. Mr M made a claim for the damage caused by a water leak on 25 November 2020. Ageas arranged for its contractor to attend the property to inspect the damage on 30 November 2020.

Ageas arranged a trace and access to locate the cause of the leak. Following this it was confirmed the leak was from the washing machine hose. Mr M chose to progress the claim using contractors from Ageas' repair network.

The contractors submitted a scope of works for review. These were not approved until 26 January 2021 as a result of some back and forth between Ageas and the contractor in agreeing the works.

The contractor discussed material choices with Mr M and requested the excess before agreeing a start date. Ageas arranged alternative accommodation for Mr M and his family while the work was being carried out.

Mr M wasn't happy with the way the repairs were dealt with. He was also unhappy with the alternative accommodation provided, the fact that the repairs weren't completed, damage to his furniture, and that Ageas agreed to pay for Mr M's parking ticket but failed to. Mr M complained to Ageas about the way his claim was dealt with.

Mr M wasn't satisfied with the response from Ageas and so brought the complaint to our service. The investigator looked into things for him. He said although he could see some delays when the initial repairs were being agreed, he didn't think they were unreasonable or as a result of any error made by Ageas. The investigator said he didn't think Ageas was responsible for the additional damage and wasn't persuaded Mr M had been unfairly treated. Mr M didn't agree and so the complaint has been passed to me for a 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.

Both parties have provided a large amount of documentation and it's not my intention to go through each document or each point raised. I have looked at the main crux of the complaint and detailed my findings below.

Where the evidence is incomplete, or inconsistent, as it is here, I make my decision based on the *balance of probabilities*, that is, what I think more likely than not happened in light of the available evidence and the wider surrounding circumstances.

I understand Mr M has strong views about what has happened and I can empathise with the situation. I have read and considered everything I have received carefully. It is important to explain our role is to look at whether Ageas has acted within its terms and conditions and treated Mr M fairly.

My starting point is the terms and conditions of Mr M's policy which states, "*your buildings are covered for loss or damage caused by water leaking from or freezing in any domestic water or drainage installation.*"

The policy goes on to say, "*we will settle your claim by either replacing, repairing or rebuilding items, or paying you their cash equivalent.*"

So the policy covers the damage caused by the water leaking from the washing machine pipe. And the insurer can either replace, repair, or rebuild the damaged areas, or pay their cash equivalent. And that is what Ageas has done here.

I have considered the aspects of the complaint and have listed them separately for ease of reference.

### *Parking*

I can see Ageas have already agreed to cover the cost of the parking ticket and so I don't intend to go over this issue again.

### *Delays and quality of repairs*

I can see there was some delay between Mr M reporting the leak to Ageas, and repairs to the property being carried out.

Based on what I've seen initially it wasn't clear where the leak was coming from. And so on 8 December 2020 the contractor carried out a trace and access to locate the source of the leak. Once the leak was repaired the costs to repair the damage were submitted. The repairs weren't agreed until 26 January 2021. But Ageas have explained the delay was due to a seasonal shutdown of the trades. And so I can't say the delay was due to something within Ageas' control.

As a result of the additional damp the contractors were not able to complete the repairs. And so a cash settlement was agreed. I think it's reasonable for Ageas to offer a cash settlement and is within the terms of the policy.

It is unfortunate the contractors were not able to complete the repairs to Mr M's home however the policy is clear that it only covers damage caused by the water leaking from the washing machine pipe. And so I can't say Ageas has done anything wrong here. Mr M hasn't

provided sufficient evidence to support his view that the method and quality of the repairs was faulty so I'm not persuaded that this is the case.

#### *Damage to furniture*

Mr M has alleged the contractors deliberately damaged his property and furniture. I know Mr M tried to report this to the police and was told it was a matter for the insurer. But if Mr M is alleging criminal damage then the correct course of action is to report the matter to the authorities.

Based on what I've seen here I can't see any evidence to corroborate what Mr M has alleged about the contractors causing damage to his property and furniture. So whilst I have seen photographs showing various scratches and marks on furniture these are not sufficient to prove the contractors carried out the damage. I know Mr M has said the damage wasn't there prior to the work being carried out but in the absence of any independent evidence I am unable to say the damage is as a result of something the contractors did deliberately.

#### *Further damp*

Mr M has said the additional damp at his home can be attributed to the leak he is claiming for. Ageas have said, based on the information from the contractor, the damp proofing has failed and as such is not linked to the leak. Mr M has not been able to provide any evidence to support his version of events apart from the council passing off the building work some 15 years ago. Mr M has referenced a report he has obtained confirming the damp is attributable to the original leak. But I can't see that he has ever provided us with a copy of that report, despite the investigator asking for it.

So having considered the expert opinion provided I'm more persuaded by Ageas' view of the likely cause of the damp. I think it was fair for Ageas to rely on its contractor to help inform its decision. And I don't think it was wrong for Ageas to decline to repair the remaining damage. It is entitled to do this by the policy terms. So I think it has acted in a reasonable way here.

#### *Discrimination*

It's important to note that we cannot make a legal finding that the Equality Act 2010 ('the Act') has been breached or that a business's actions are tantamount to race discrimination – the Act makes clear that this is exclusively a matter for the courts. However, as part of our investigation we do take relevant law, best practice, and industry guidance into account so we can decide whether we think a customer has been treated fairly and reasonably. Given what Mr M has said, I think the Act is relevant law here.

Mr M says he feels Ageas has discriminated against him given the problems he's experienced including the way he was treated by the project manager. I am sorry he feels that way. Based on what I've seen I'm satisfied Ageas has treated Mr M fairly when dealing with his claim. And I've not seen anything to suggest it has treated him unfairly or done anything differently in how the repairs were handled.

I am sorry to hear Mr M lost his job during the time the work was being carried out on his home. I understand this would have been particularly difficult. But I haven't seen anything to suggest this is because of something Ageas did or didn't do. I hope that it helps Mr M to know that someone impartial and independent has looked into his concerns.

Mr M hasn't provided sufficient evidence to support his view that the method and quality of repairs was inadequate so I'm not persuaded that it's the case. I have also not seen anything

to say the contractors caused any deliberate, or otherwise, damage to Mr M's property. Therefore on the balance of probabilities I don't think Ageas was responsible for the damage.

### **Putting things right**

Ageas has offered to pay £60 to Mr M for the cost of the parking ticket which I think is reasonable in the circumstances.

### **My final decision**

Ageas Insurance Limited has already made an offer to pay £60 for the cost of the parking ticket to settle the complaint and I think this offer is fair in all the circumstances.

So my decision is that Ageas Insurance Limited should pay Mr M £60.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 22 November 2022.

Kiran Clair  
**Ombudsman**