

The complaint

Mr B and Mrs B complain about Ageas Insurance Limited (Ageas) under their home insurance policy, about how they dealt with damage to the roof of their property caused by bad weather.

References to Ageas include their agents who provide services and deal with claims under the policy.

This decision covers those issues in Mr B and Mrs B's complaint relating to Ageas as the insurer of their home insurance policy. In their complaint, Mr B and Mrs B also complained about the initial response to the damage at their property by their home emergency provider (a separate business from Ageas). However, as Mr B and Mrs haven't complained to the home emergency provider (and so haven't had a response from them) this decision only considers those aspects of complaint about the initial response insofar as they are relevant to the complaint about Ageas.

What happened

In January 2022 there was bad weather at Mr B and Mrs B's property, causing damage to the roof, with tiles being dislodged. Mr B and Mrs B contacted Ageas to notify them of the damage and lodge a claim. Ageas appointed a firm (V) to handle the claim.

They also contacted the home emergency provider. They said they wouldn't send someone out to repair the roof given the forecast of a further storm. When they attended a week later, they told Mr B and Mrs B they weren't covered. Given the extent of the damage to the roof, and the potential damage to the interior of the property from the gap in the roof, Mr B and Mrs B engaged a contractor privately to make a temporary repair to the roof (at a cost of £350). However, they had to engage a separate contractor shortly afterwards to make a second temporary repair as the first wasn't up to standard (at a cost of £510 plus VAT).

V assessed the damage to the roof and offered Mr B and Mrs B £1,142.20 as a cash settlement for a permanent repair to the roof. However, Mr B and Mrs B rejected the offer as they'd obtained a quote of £2,280 (plus VAT) for the repair. They were also unhappy at the stress the situation was causing them (as well as the initial response from the home emergency provider).

Ageas treated this as a complaint, which they upheld (in respect of the cash settlement issue). In their final response, Ageas accepted the weather conditions at the time of the incident were sufficient to cause damage. Ageas also noted V had offered an increased settlement (£2,490 – being the permanent repair quote of £2,280 and the second temporary repair quote of £510, less the policy excess of £300). But V wouldn't cover the cost of the initial temporary repair as it was for the same repair as the second repair. And as the first repair wasn't carried out to a good standard, they wouldn't pay for the repair. They were awaiting Mr B and Mrs B's response on whether to accept it.

On the issue of the stress caused to Mr B and Mrs B, Ageas didn't accept they'd caused any extra stress to Mr B and Mrs B through the handling of their claim. On the issue of the

response of the home emergency team regarding temporary roof repairs, Ageas said Mr B and Mrs B would need to raise a separate complaint, as that service was provided by a different business.

Unhappy at Ageas's final response, Mr B and Mrs B complained to this service. They were unhappy at the initial response from the home emergency provider, that they wouldn't send someone out to repair the roof given the forecast of a further storm. They were also unhappy at Ageas refusing to cover the cost of the initial temporary repair and not compensating them for the stress they'd suffered from what had happened.

Our investigator upheld the complaint, concluding Ageas hadn't acted fairly. Given the extent of the damage, he thought Mr B and Mrs B acted reasonably in arranging the first temporary repair at the earliest opportunity. But the first repair wasn't carried out properly, so a second, temporary repair was needed. He thought Ageas should pay for both repairs. He also thought it reasonable Ageas pay their increased settlement amount for the permanent repair.

On the damage to the property interior, the investigator noted Ageas told Mr B and Mrs B they would need to settle the claim for the damage to the roof before assessing the interior damage. However, he thought Ageas could assess the damage sooner, given the repairs to the roof had been carried out. On the distress and inconvenience caused to Mr B and Mrs B, he thought Ageas should pay £400 in compensation.

Mr B and Mrs B disagreed with the investigator's conclusions and requested an ombudsman review the complaint. They didn't think £400 compensation for distress and inconvenience was sufficient, given what happened and its impact on them. They thought £1,000 would be reasonable in the circumstances.

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.

There are several elements to this complaint. First, the issue of the cost of the two temporary repairs carried out to the roof. Secondly, the issue of the cash settlement offered by Ageas for repairs to the roof (including the permanent repair). Thirdly, the assessment of damage to the interior of Mr B and Mrs B's property. Fourthly, the stress caused to Mr B and Mrs B from the incident, including the time taken and the actions of Ageas.

I'll consider each of these issues in turn. But I'd first note that my role here is to decide whether Ageas have acted fairly towards Mr B and Mrs B. As I've set out earlier, as this complaint was made about Ageas, I've only considered their actions. I haven't considered the actions of the separate home emergency provider.

On the first issue, the temporary repairs, from what I've seen in the Ageas case notes, the home emergency provider told Mr B and Mrs B they wouldn't pay for the repairs. Given this, I think it was reasonable for Mr B and Mrs B to engage a contractor to make a temporary repair. This should have mitigated any [further] damage to the interior of the property. It was unfortunate that the repair wasn't up to standard, requiring a second temporary repair (from a different contractor). But, given both repairs would have been carried out with the intention of mitigating [further] damage to the interior of the property, I think it's reasonable for Ageas (as the home insurance policy insurer) to reimburse those costs. While they initially said they'd only pay for the second repair, I've also noted Ageas accepted our investigator's view they should pay for the cost of both repairs (including any element of VAT, on production of appropriate invoices).

On the issue of the permanent repair, the revised settlement offered by Ageas included the cost of the quote obtained by Mr B and Mrs B (again, to include VAT on production of an appropriate invoice). I also think that's fair and reasonable.

On the third issue, the assessment of the damage to the interior of Mr B and Mrs B's property, they are unhappy at the time taken to do this. Ageas say they've made it clear they'll assess the damage once the issue of the repair of the roof has been settled. Looking at the sequence of events and the timeline, I don't think Ageas have caused unnecessary delays and I think it's reasonable to have reached a point where the roof has been permanently repaired (given there's a temporary repair in place) and to assess the damage to the interior of the property at that point. That element of the claim doesn't fall within the scope of this complaint, but I'd expect Ageas to assess the claim in accordance with their normal processes and the terms and conditions of the policy (as they would for any claim).

That leaves the issue of the impact of what's happened on Mr B and Mrs B. They say the episode has been very stressful, including the way the claim has been handled and the time taken. They think £1,000 would be reasonable compensation for the distress and inconvenience they've suffered. Ageas don't think they've added to the stress of Mr B and Mrs B. But I've also noted Ageas have accepted our investigator's view that Mr B and Mrs B have suffered distress and inconvenience from what's happened, and that £400 would be reasonable compensation. I've thought about this issue carefully, in the context of what's happened over the course of the incident. Taking all these factors into account, I think £400 compensation for distress and inconvenience is fair and reasonable.

My final decision

For the reasons set out above, my final decision is that I uphold Mr B and Mrs B's complaint in part. I require Ageas Insurance Limited to:

- Reimburse the costs of the two temporary repairs (£350 and £510), including any element of VAT, on production of appropriate invoices).
- Pay the cash settlement offered, including the repair quote for the permanent roof repair of £2,280 (to include VAT on production of an appropriate invoice).
- Assess the claim for damage to the interior of the property in accordance with their normal processes and the terms and conditions of the policy.
- Pay £400 in compensation for distress and inconvenience.

Ageas Insurance Limited must pay the compensation within 28 days of the date on which we tell it Mr B and Mrs B accept my final decision. If they pay later than this they must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Mrs B to accept or reject my decision before 20 October 2022.

Paul King
Ombudsman