

## The complaint

Mr and Mrs W complain about Ageas Insurance Limited's handling of their building's insurance claim.

Mr and Mrs W are being represented by Mrs W2 but I shall refer to Mr and Mrs W below for ease.

All references to Ageas also include its appointed agents.

## What happened

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## My provisional decision

I issued a provisional decision on 10 March 2023.

In my provisional findings, I said:

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

*Having done so, I intend to uphold the complaint for these reasons:*

- I've looked at the system notes Ageas provided, and I can see it confirmed to Mr and Mrs W it would pay the amount for the lowest quote they'd provided. I can also see when it did this, the note also acknowledges this is for the full door and not just the glass.*
- Ageas also confirmed the payment amount had been raised in an email to Mr and Mrs W. On this basis, Mr and Mrs W placed the order through their contractor.*
- Mrs W2 has explained they presented quotes for a whole door replacement as a contractor had told them it wasn't possible to simply replace the glass in the existing frames.*
- I can see Ageas contractors later attended Mr and Mrs W's property to assess the damage. But I can also see in Ageas' notes it asked the contractors to confirm whether just replacement glass would work in the frames, and I've seen nothing to persuade me its contractor confirmed this was the case.*
- While the glass in itself is being considered under accidental damage, and the frame appears to have suffered from wear and tear, Ageas is obligated to provide a lasting and effective repair. While I appreciate this might be interpreted by Ageas as betterment, this is sometimes a natural consequence under its liability to provide a lasting and effective repair.*

- *Put simply, based on the information presented, I'm not persuaded the glass can be replaced in the existing frames. And considering the circumstances, and that Ageas were initially satisfied to pay the quote, I think it's reasonable in the circumstances I've set out above that Ageas meet the full costs set out for the door in question in the quote.*
- *I've also considered there have been various smaller service issues that have occurred aside from the settlement being confirmed then withdrawn. This includes delays in the claim progressing and Ageas charging Mr and Mrs W their excess twice (which I acknowledge it has now corrected). Mr and Mrs W are elderly and along with the natural concern they had of securing their property, I think being told they now had to bear costs Ageas told them were covered would've caused additional impact and unnecessary stress.*
- *So, considering the circumstances I don't intend to alter the compensation of £300 recommended by the investigator, as it is in the region of what I'd feel is sufficient in recognising the distress and inconvenience caused.*

#### *Putting things right*

*I intend to direct Ageas Insurance Limited to reimburse Mr and Mrs W the costs they've incurred for the new door and glass, as per the quote Ageas confirmed it would accept. This figure should be less any excess applicable. If Ageas should require it, Mr and Mrs W should provide proof of the final figure paid – such as an invoice or receipt.*

*Ageas should also add 8% simple interest on this figure, from the date Mr and Mrs W made the payment to the day it makes the settlement.*

*Additionally, Ageas should pay Mr and Mrs W £300 compensation for the distress and inconvenience caused.*

#### **Responses to my provisional decision**

RSA and Mrs W2 have responded to say they accept my provisional findings. No further points have been provided for me to consider.

#### **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.

As neither party have provided further comments, I see no reason to change my decision – or my reasoning.

So therefore, I uphold Mr and Mrs W's complaint.

#### **Putting things right**

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Ageas should also add 8% simple interest on this figure, from the date Mr and Mrs W made the payment to the day it makes the settlement.

Additionally, Ageas should pay Mr and Mrs W £300 compensation for the distress and inconvenience caused.

**My final decision**

My final decision is that I uphold Mr and Mrs W's complaint.

To put things right I direct Ageas Insurance Limited to do as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs W to accept or reject my decision before 11 April 2023.

Michael Baronti  
**Ombudsman**