

The complaint

Mrs T complains about Ageas Insurance Limited's (Ageas) handling of a claim following damage that was caused to her garage, under her buildings insurance policy.

What happened

Mrs T contacted Ageas at the end of November 2022 to report damage to her garage and garden caused by a lorry colliding with her car. She says the surveyor Ageas sent didn't knock on her door prior to surveying the damage. He didn't bring any equipment necessary to remove the temporary boarding. And told her he couldn't survey the inside of the garage.

Mrs T doesn't think the surveyor could identify structural damage to the building without an internal inspection. She says he told her there were no external cracks. And because he was a chartered surveyor, he could tell there was no structural damage.

Mrs T says communication from Ageas was poor. It took a long time to get through to an agent. This was also the case when her insurance broker tried to make contact. Mrs T was out when a contractor came to carry out some work. She says Ageas didn't inform her of his visit. She found this distressing and had asked to be kept informed of who was attending, as she lives alone.

In early January 2023 Mrs T says her son found a water pipe in her garage that had been damaged. This was caused by the lorry pushing the car into the garage door. Mrs T says this was missed due to the lack of an internal survey.

In early January 2023 Mrs T says her son contacted the contractor Ageas had appointed. He asked why a temporary access door to the garage hadn't been installed and enquired when the repairs would be completed. She says she was subsequently told that the contractors were no longer involved in her claim.

In its complaint response Ageas says its contractors refused to be involved due to aggressive and abusive behaviour from Mrs T and her sons. Because of this it offered a settlement payment. It also offered £100 compensation for its delay in communicating its offer.

Mrs T rejected the offer and referred her complaint to our service. Our investigator upheld her complaint. She says Ageas should complete an inspection of the damaged water pipe and deal with any damage as part of Mrs T's claim.

Our investigator also said Ageas should consider Mrs T's claim for damage to stored items in the garage. Although she noted Mrs T hadn't provided information to substantiate these losses to the business. Because of the delays and poor communication our investigator says Ageas should pay a further £150 compensation for the distress and inconvenience this caused.

Ageas didn't agree it should pay further compensation. It says it was Mrs T's behaviour and that of her sons that resulted in its contractor not being able to complete the repairs. It says

this also meant it couldn't inspect the damage to the water pipe. It subsequently made an offer to cover the cost of repairs Mrs T provided quotes for. This included plumbing work for the water pipe. In total Ageas offered £3,345.59. Mrs T says she accepts this covers the cost of repairing the damage caused by the incident. But she doesn't accept this in resolution of her complaint.

Mrs T says the compensation offered isn't enough to acknowledge the distress and inconvenience Ageas caused her.

As an agreement couldn't be reached the complaint has been passed to me to decide.

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.

Having done so I'm upholding Mrs T's complaint. I won't be adding to the compensation award our investigator made, which I understand will come as a disappointment to her. But I will explain why I think my decision is fair.

Ageas accepted Mrs T's claim for the damage caused when a lorry pushed her car into her garage door. I can see she registered the claim on 30 November 2022. Her sons were able to put temporary boarding in place to make the garage secure. However, this meant screwing boards into the garage door frame, and that the garage couldn't easily be accessed. I acknowledge Mrs T's comments that her boiler and electrical switches are housed in the garage, which caused her anxiety because of the lack of access.

I've read the claim records provided by Ageas. This shows Mrs T called it two days after making her claim. The note says she was expecting a call from Ageas that didn't happen. It also says Ageas had appointed an agent to deal with the claim. The records show its agents didn't think a structural engineer was required. Rather it said it would appoint a surveyor who could decide if this was necessary.

A week after Mrs T registered her claim, her broker contacted Ageas to confirm whether the surveyor had been appointed. The note says a surveyor was booked to visit the following day. Concerns were raised by Mrs T about access to the boiler and isolation switches at this time.

I've read Mrs T's account of the surveyor, whom she says was rude and arrogant. She describes how he arrived with his daughter and began the survey without first identifying who they were. She says the surveyor also had to rely on her son to remove temporary boards so he could see the garage door.

I note Mrs T's comments that the surveyor told her he would arrange for someone to remove the garage door, replace the temporary boards, and include a temporary access door. She says no temporary access door was provided. She then says a contractor came round the next day, which was again unannounced. The garage door was removed, and temporary cover reinstated but no temporary access door was provided. Mrs T says she was caused further distress by this unannounced visit.

I can see from Mrs T's timeline of events that she says a number of calls were made in December 2022 to chase progress. She obtained the assistance of her insurance broker to try and get through to Ageas. I note her comments that this involved long periods on hold. Eventually she was told she could make enquiries to use her own choice of contractor to speed things along. Mrs T says around this time, due to the stress she was being caused,

she had to visit her GP for medication to help her sleep.

In early January 2023 a damaged water pipe inside the garage was identified by Mrs T's son. I can understand her concern that this hadn't been identified earlier. Particularly given she had raised this point about potential further damage inside the garage. Mrs T says she called Ageas's agent to express her dissatisfaction with the progress of her claim. I note her comments that the lady she spoke with was rude. She says she also had to request the costing figures for the repairs as this hadn't been provided as promised.

In her timeline Mrs T says her son made some calls to understand what was happening with her claim. He was promised a call back, but this didn't happen. She says her son left voicemail messages as both the surveying firm and the contractor were closed. On 6 January 2023 Mrs T says her son called the surveyor and was told he should contact Ageas as they were no longer involved.

I acknowledge Mrs T's concerns that she was advised the surveyor had inspected the interior of the garage on his first visit. She says this isn't true. She says she was then told she could appoint her own surveyor as Ageas had none in the local area. The costs could then be submitted to Ageas. Mrs T didn't think it should be her responsibility to arrange this.

I've also read Ageas's account of events. It says Mrs T's son's behaviour was aggressive and rude towards its surveyor and contractors. It has supplied an email it received from its agent dealing with the claim on 5 January 2023. This says Mrs T has displayed a poor attitude and behaviour to all parties. It also explains that its contractors and suppliers aren't prepared to deal with her anymore. The agent comments that Mrs T wants a structural survey, but it doesn't agree this is necessary. The email requests that Mrs T's claim is settled with a cash payment for £1,866.48 minus the policy excess.

From subsequent emails I can see this message wasn't communicated to Mrs T until early February 2023. Ageas offered £100 compensation for its mishandling of this point in its final complaint response.

From reviewing both party's timeline of events, and testimony, it's clear each have accused the other of inappropriate behaviour and communication. I asked Ageas if it had call recordings or other information to support what happened. It responded with a call recording between Mrs T and its claim handler. I've listened to this call which lasts around 15 minutes. Mrs T describes the concerns she has with the surveyor and the progress of the claim. Ageas's agent confirms an estimate for the work had been received and was being validated. The agent agrees a cash settlement figure will be provided for Mrs T to consider, given her concerns about the contractors being used. The call was conducted amicably by both parties. I didn't observe any inappropriate behaviour.

Ageas also provided a copy of the site report its surveyor produced. This confirms the garage door needs replacing with some redecoration to the frame. The report says no internal inspection was possible, but there were no signs of structural movement. There's no reference to any behavioural issues.

I've seen an email Ageas claim handler received in December 2022 from the property services contractor that was involved. This describes aggressive and rude behaviour from Mrs T and her sons, toward the surveyor and members of its staff over the phone. It also says the garage contractor wasn't prepared to do any work due to rude behaviour. The contractor says there was no indication of any cracking, yet Mrs T was adamant a structural engineer was needed.

I haven't been provided with any other call recordings and I wasn't party to any of the

conversations that took place in person. However, the contractors and surveyor employed by Ageas have reported inappropriate behaviour from Mrs T and her sons, citing this as the reason for discontinuing their involvement in her claim. A detailed account of this has been provided, which I have no reason to disbelieve. Similarly, I have no reason to disbelieve Mrs T's testimony. From this it's clear the relationship between all parties deteriorated to a point that the contractors could no longer be involved in the claim.

I have no reason to doubt Mrs T testimony that the surveyor failed to introduce himself by knocking on the door before proceeding with the survey. I think it's reasonable that the surveyor would do this before carrying out an inspection. Mrs T is elderly and has explained how she was caused anxiety by this incident. This was exacerbated the following day when Mrs T says a contractor turned up unannounced. I can't see from the records that Ageas or its agents made her aware of this appointment.

It's now accepted by Ageas that there was an issue inside Mrs T's garage as the water mains pipe had been damaged by the collision. Mrs T has since accepted the settlement payment Ageas offered and says she's satisfied this covers the cost of repairing all the damage caused. So, I don't think it's been shown a structural engineer's input was required.

That said there was damage caused to an internal part of Mrs T's garage as a result of the car crashing through her garage door. Ageas's surveyor says he couldn't check for damage internally, but I note a further inspection wasn't arranged. I think this should've been done to ensure all claim related damage was identified. Ageas refers to poor behaviour preventing this. But there's no reference to checking the inside of the garage in the survey report or any other records. It's clear that this this added to the anxiety Mrs T felt.

Having considered all of this I think communication should've been better and delays could've been avoided. Ageas should've kept Mrs T updated regarding who was visiting her property and when. It delayed offering a settlement payment and failed to fully assess the damage that had been caused. But I also accept that Mrs T and her son's behaviour is likely to have impacted negatively on the handling of her claim.

In summary I think Ageas should compensate Mrs T for the failings identified with its handling of her claim and the distress and inconvenience this caused. I agree with our investigator that a further £150 payment is fair.

My final decision

My final decision is that I uphold this complaint. Ageas Insurance Limited should:

- pay Mrs T a further £150 in compensation to acknowledge the distress and inconvenience it caused her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T to accept or reject my decision before 23 August 2023.

Mike Waldron
Ombudsman