

The complaint

Mr and Mrs H complain about Ageas Insurance Limited's handling of their home insurance (buildings) claim.

Mr and Mrs H are joint policy holders. As most of the communication relating to the complaint has been from Mr H, I'll refer mainly to him in my decision.

Ageas is the underwriter of this policy i.e. the insurer. Part of this complaint concerns the actions of its agents. As Ageas has accepted it is accountable for the actions of the agents, in my decision, any reference to Ageas includes the actions of the agents.

What happened

In November 2021, Mr H made a claim under his home insurance policy with Ageas after his property was damaged in a storm. A tree fell against the porch, causing damage to the roof, window and guttering.

Ageas instructed a claims management company ("E") to deal with the claim. E arranged for contractors ("C") to visit the property and carry out a survey.

Mr H was provided with a copy of the scope of works which detailed the repair works deemed necessary to reinstate his property to its pre-loss condition. He was told he would need to pay C the policy excess of £300 prior to the repair works commencing. Mr H paid C this in January 2022.

In May 2022, Mr H sent an email to E raising concerns about the handling of the claim. He said there had been a number of missed appointments and unfulfilled obligations. He said no painting work had taken place and the broken window hadn't been fixed. He also detailed his concerns about poor workmanship and provided pictures to illustrate this. In August 2022, Mr H raised a complaint with Ageas and forwarded the email it had sent to E in May.

In response to Mr H's complaint, Ageas said E had viewed the poor workmanship and incomplete work as snagging issues that they had every intention of completing. E had told Ageas the works had now been done and they'd closed their file. Ageas said it could see E had been in regular contact with Mr H throughout the claims progress, but it agreed they could have been more proactive in keeping him up to date.

Mr H was unhappy with Ageas' investigation of the matter. He said five hours had been allocated to painting on the scope of works but no decorator had been sent. Mr H had ended up doing this work himself. He'd also had to properly secure the down-pipe after the snagging repair had taken place. He said the regular contact from E was usually prompted by Mr H having to contact E and C to complain about the lack of action.

I issued a provisional decision on 20 July 2023, where I explained why I intended to uphold Mr H's complaint. In that decision I said:

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

Based on what I've seen so far, I intend to uphold Mr H's complaint. I'll explain why.

The relevant industry rules say an insurer should handle claims promptly and fairly.

The policy terms say:

"If we approve your claim, we'll ask you to pay the excess. We'll then repair or replace your damaged, lost or stolen items, or rebuild your property, depending on the type of claim. Alternatively, we may make you a cash offer..."

Ageas instructed E to manage the claim, who in turn arranged for its contractor, C to ensure that the repairs were carried out. However, as the insurer, Ageas was ultimately responsible for ensuring that repairs were completed to a satisfactory standard in a reasonable timeframe.

The information from both parties shows that Mr H paid the policy excess of £300 in January 2022. Mr H has provided a timeline of his claim, including his communication with Ageas and its agents. I've considered this alongside the timeline E provided Ageas when it was investigating the complaint.

I've also seen an email Mr H sent to E in May 2022, which he forwarded to Ageas in August 2022. In this email Mr H detailed his concerns about poor workmanship and attached photographs. He also said:

"The scope of works listed in your letter included painting (no painting has taken place) and replacement of damaged window (the window remains broken)."

In the email he sent to Ageas in August, Mr H said that the broken window had satisfactorily been repaired since the pictures had been taken. But he went on to say:

"I'm more than happy to arrange for a local carpenter/joiner/decorator, whom I have used in the past and who has always done a professional job to carry out the rectifying work".

I can see that Ageas got in touch with E after receiving Mr H's complaint. Its notes suggest that E said there were snagging issues. And in an email dated 24 August 2022, E told Ageas that they had spoken to Mr H and he'd confirmed the snagging works had been completed.

In its response to Mr H's complaint, Ageas doesn't appear to have given any consideration to the length of time it took for the repairs to be completed or the impact this might have had on Mr and Mrs H.

In its most recent correspondence with our service Ageas said Mr H hadn't previously mentioned his concerns about the window not being repaired for six months. Mr H might not have specifically said he was concerned about being vulnerable and a potential target for burglars before. However, in his email to E of May 2022, (which was forwarded to Ageas when he complained) Mr H said his window remained broken and one of the attached photographs shows it being covered by a black plastic bag. So, I'm satisfied that Mr H's concerns about the delay in the window being fixed is within the scope of this complaint.

The scope of works from January 2022 includes: "To replace damaged glass window and framework and windowcil [sic]"

The only reference to the window in E's brief timeline is a note on 3 April 2022 saying that they updated Mr H "with dates for 04/04 to start glazier works".

According to Mr H's more detailed timeline, the glazier inspected the window on 25 March. However, when Mr H contacted C on 29 April, there was no record of a quote from the glazier. Mr H needed to chase up C about the glazier quote again on 10 May and the window wasn't repaired until early June 2022.

I've no reason to doubt Mr H's version of events. There seems to have been an unreasonable delay in getting the window fixed. This resulted in inconvenience for Mr H as he had to chase this up. I'm also persuaded that this was a safety concern for Mr and Mrs H.

Ageas says that Mr H didn't make it aware that he had carried out painting work himself during his complaint. I appreciate Ageas might not have been aware of this when it issued its final response letter of 1 September 2022. However, Ageas included a letter that it received from Mr H a few weeks after this in the paperwork it sent to us.

In this letter Mr H says that the paint work in the scope of works did not take place. He says: "In the end, I did the painting (in August 2022). No decorator appeared during the months of frustration I endured in trying to get (E) and (C) to complete the job".

So, I'm satisfied that Mr H made Ageas aware that he'd carried out the painting work himself before he brought his complaint to our service.

The scope of works E sent to Mr H in January 2022 includes "Gloss paint to existing external surfaces, windows, doors, eaves etc." So, I'm also satisfied that this was something that should have been completed by Ageas' agents.

I haven't seen any evidence to show that Ageas' agents carried out the work or any explanation as to why it hadn't yet been completed around seven months after Ageas accepted the claim and Mr H paid the excess. I'm persuaded by Mr H's testimony, that he carried out the work himself after becoming frustrated with the lack of progress and poor communication from Ageas and its agents.

I appreciate that Ageas wants to see evidence (such as receipts) before considering reimbursing Mr H for costs. However, I think Mr H is looking for an acknowledgement that Ageas didn't fulfil its obligation and compensation for the distress and inconvenience he experienced as a result.

Most of the other snagging issues appear to have been fixed by the end of August 2022. However, I think the overall handling of Mr H's claim has been poor. There were delays in the works being completed to a satisfactory standard and the painting work doesn't appear to have been completed by Ageas' agents at all. Ageas has acknowledged that its agents could have done more to keep Mr H up to date. And Mr H says most of the contact was prompted by him. This caused unnecessary frustration and inconvenience for Mr and Mrs H. So, I think it would be fair for Ageas to pay them £300 to compensate them for this."

I gave both parties the opportunity to send me any further information or comments they wanted me to consider before I issued my final decision.

Responses

Ageas said it had nothing further to add and accepted my terms for resolution. Mr H said he and Mrs H were happy with the very fair and reasonable summary that led to my provisional decision regarding their complaint.

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 both parties accept the conclusions I reached in my provisional decision, I see no reason to change them.

Putting things right

Ageas should pay Mr and Mrs H £300 for distress and inconvenience.

My final decision

For the reasons I've explained, I uphold Mr and Mrs H's complaint and direct Ageas Insurance Limited to put things right by doing as I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H and Mr H to accept or reject my decision before 21 August 2023.

Anne Muscroft
Ombudsman