

The complaint

Mr V and Mrs V have complained about how Ageas Insurance Limited (Ageas) has dealt with a claim under a home insurance policy.

What happened

Mr V and Mrs V contacted Ageas to make a claim for an escape of water at their home. Mr V and Mrs V later complained to Ageas because they hadn't received a call back they had been promised and the amount of time it was taking to deal with the claim.

When Ageas replied, it apologised that a manager hadn't called back. It said the claim was being validated and this was continuing, so it couldn't confirm if there had been any delays. It said it would provide an update shortly.

So, Mr V and Mrs V complained to this service. Our investigator upheld the complaint. He said Mr V and Mrs V had been clear from the start that there was damage to an external wall. Ageas hadn't provided evidence that it wasn't covered as part of the claim or that the claim was progressing. He said Ageas should pay the claim, including the damage to the external wall and pay interest on any cash settlement. He also said Ageas should pay £250 compensation.

Following this, Ageas sent a report it had previously provided and said it had already made a full assessment of the wall. Our investigator replied to Ageas to explain why he didn't think this was evidence of the wall being fully assessed. As Ageas didn't reply, the complaint was referred to me

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 uphold this complaint. I will explain why.

Ageas sent a company to Mr V and Mrs V's home to assess the damage. The report described issues with the external wall and why it thought it might not be part of the claim.

Following this, Mr V phoned Ageas due to lack of progress on the claim. Ageas looked into it and then decided it needed to appoint a loss adjuster "*to get the claim moving*" and because the company that had been out to complete the report hadn't done what Ageas had requested and that it wasn't clear what should be covered or declined. Ageas also later noted that it would have been helpful to have requested salt testing to identify the source of damage to the external wall and whether it was the result of an escape of water.

I'm aware Ageas has said the claim has since progressed, but despite requesting Ageas provide evidence to show this, all it had provided this service with is the report referred to above. In my view, that report, and Ageas view of it, showed that the claim wasn't being progressed and that the survey didn't clearly show that the external wall shouldn't be part of

the claim. Although I would generally say it is reasonable for an insurer to rely on its own expert's evidence, I think Ageas' records show that it didn't think it could rely on its own expert's assessment. I haven't seen evidence to show Ageas has taken steps to address this issue and to identify the cause of damage for the wall.

The other main evidence I have is the testimony of Mr V and Mrs V. They have explained the damage to the external wall and why they think it should be covered, including the relationship between the source of the leak and the pointing directly behind it. In the circumstances, I'm more persuaded by Mr V and Mrs V's explanation.

As a result, I uphold this complaint and require Ageas to settle the claim and to include the damage to the external wall in its settlement. If it pays a cash settlement, it must also pay interest on that amount because Mr V and Mrs V lost use of the money.

I've also thought about compensation. When Ageas responded to the complaint, it said it didn't have evidence of delays. However, I think Ageas' records show there were delays and that it wasn't efficiently progressing the claim. As a result, I require Ageas to pay £250 compensation to recognise the impact of this on Mr V and Mrs V.

Putting things right

Ageas should settle the claim and include the damage to the wall in the settlement. It should also pay interest on any cash settlement and pay £250 compensation.

My final decision

For the reasons I have given, it is my final decision that the complaint is upheld. I require Ageas Insurance Limited to:

- Settle the claim and include the damage to the external wall in the claim settlement.
- Pay 8% simple interest on that amount, if it paid as a cash settlement, from the date on which the claim was submitted to the date on which the payment is made.
- Pay £250 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs V and Mr V to accept or reject my decision before 7 September 2023.

Louise O'Sullivan
Ombudsman