

## The complaint

Mrs N complains about Ageas Insurance Limited's handling of a claim on her home contents insurance policy.

## What happened

The background of this complaint is well known to both parties. This background isn't intended to set out every event in detail, but I'll summarise the key points I've focused on within my decision.

- In November 2022, Mrs N had a leak that flooded her kitchen, she says the flood damaged the dishwasher's control panel.
- Mrs N said that due to the amount of water and lack of room in the kitchen, she and a neighbour moved the dishwasher to her drive outside the property. Mrs N says during the night the dishwasher was taken from the drive without her permission.
- Due to some bereavements Mrs N didn't complete making a claim for accidental damage to her dishwasher until 2 February 2023.
- On 28 March 2023, Ageas declined the claim. It said it was unable to validate the claim due to the disposal of the dishwasher.
- Mrs N is unhappy with the delay in letting her know of the declination and requesting her to send photographs of the damaged area, when Ageas would've known that it wouldn't be able to accept these for the purpose of validating the claim. Mrs N wants Ageas to cover the £350 cost she spent on a new dishwasher.
- Our Investigator considered the complaint. She felt it was fair for Ageas to decline the claim in line with its policy. However, she awarded £100 in recognition for the loss of expectation and delay in Mrs N receiving the outcome of the claim.
- Mrs N didn't agree. So, the complaint has been passed to me, an Ombudsman to make a final decision.

- **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.

My role is to focus on what I consider the crux of the complaint to be, which means I will only comment on those things I consider relevant to the decision I need to make. That may also mean I don't comment on everything Mrs N has said but I can confirm I have read and considered everything said by both parties.

I've looked at the policy terms and conditions. And under the section '*Claims Procedure*' it says:

*"Please do not dispose of damaged items before **We** have had the opportunity to inspect them."*

Mrs N has said that she didn't know how long it would take for Ageas to send an engineer to the property and asks what more she could have done in the circumstances. I can fully appreciate the reasons why Mrs N moved the dishwasher outside, whilst she was soaking up the water from the flood. I understand that the leak happened on the Saturday morning and the plumber was unable to attend until Monday. But the policy is clear in directing the policyholder not to dispose of items before it has had an opportunity to inspect it.

If Mrs N had contacted her insurer at the time of the flood it could have directed her in what to do in her circumstances. From what I've seen the claim was made at a later date. I understand the dishwasher was taken without her consent during the night, but I can't hold Ageas responsible for that. I'm satisfied Ageas has fairly declined the claim in line with its policy. I say this because Ageas was unable to validate the claim as it couldn't inspect the damage to the dishwasher.

However, I agree with our investigator that Ageas unfairly gave Mrs N false hope in that the claim would be accepted when it asked for her to send photographs of the area of the kitchen where the dishwasher stood. From what I've seen I think Ageas was trying to assist Mrs N to see if there was another way it could validate the claim. But Ageas should have known that photographs without the dishwasher featured in them, and showing the damage to it, would not enable it to validate the claim and ultimately inconvenienced Mrs N further by asking her to provide the photographs and prolonging the claim.

I'm therefore satisfied that the declination of the claim should've been made at the time of claim notification or soon after. Ageas was aware from the outset that the dishwasher was no longer available and therefore delayed notifying Mrs N of the outcome for nearly two months. I understand Mrs N also had problems contacting Ageas using its hub which added to the inconvenience she suffered.

### **Putting things right**

In summary Ageas Insurance Limited should compensate Mrs N, £100 for the loss of expectation and the distress and inconvenience of delays in confirming the declination of the claim.

Ageas must pay the compensation within 28 days of the date on which we tell it Mrs N accepts my final decision. If it pays later than this, it must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

### **My final decision**

For the reasons given above, I uphold this complaint.

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

Angela Casey  
**Ombudsman**