

The complaint

Mr T has complained about how Ageas Insurance Limited (Ageas) dealt with a claim under a home insurance policy.

Mr T is represented in this complaint by Mrs T.

What happened

Mr T made a claim when he had a water leak in his bathroom. Ageas accepted the claim and appointed contractors. Mr T and his wife were told they would need to move to alternative accommodation when the claim progressed further. A few weeks later, Mrs T spoke to Ageas to explain that Mr T's wife was seriously ill. Ageas agreed to move Mr T and his wife to alternative accommodation urgently.

Mrs T continued to chase for progress on the claim, as there were delays in identifying and then dealing with asbestos, ordering items and refitting the bathroom and the flooring. Mrs T told Ageas that Mr T's wife wanted to return home before she died. Mr T's wife died before she could return home.

Mrs T complained. When Ageas replied, it accepted there had been some miscommunication between contractors that had delayed the asbestos work. It acknowledged that in early December its contractors were aware Mr T's wife was in the last stages of her life and wanted to return home and the timescales for this. It said Mr T was having other repairs carried out at the same time, which added to the time the works took. Items also had to be ordered, including radiator brackets and a replacement toilet that had been damaged when it was removed. It said it had paid for additional accommodation until the toilet had been replaced. It said lead times and the availability of its contractors had caused problems, but this was outside of its control. It offered £250 compensation for the impact and upset and inconvenience caused.

When Mrs T complained to this service, our investigator upheld the complaint. He said there had been avoidable delays and that the claim could have been dealt with more sensitively. He said Ageas should pay a total of £350 compensation.

As Mrs T didn't agree this was enough compensation for Mr T, the complaint was referred to me.

I issued my provisional decision on 24 August 2023. In my provisional decision, I explained the reasons why I was planning to uphold the complaint. I said:

I would like to express my condolences for Mr T and Mrs T's loss. I appreciate that this must have been a difficult time for Mr T and his family.

I've looked at the claim and complaint itself. About six weeks after the claim was first opened, both Ageas and its contractor were aware Mr T's wife was very unwell. This was recorded as one of the reasons for ensuring Mr T and his wife moved to suitable alternative accommodation.

The strip out works started not long after this, followed by the drying process. Looking at the claim and complaint, Ageas seemed to accept it didn't promptly identify there was asbestos at the property or progress dealing with it when it was found. From what I've seen, Mrs T had to chase on a few occasions to get the asbestos dealt with. There seemed to be some poor communication between contractors and delays in signing off that the work could start. This impacted the time it took for the claim to progress.

When Ageas replied to the complaint, it explained that towards the beginning of December the contractor was aware Mr T's wife was terminally ill. The letter also accepted there had been delays due to issues such as the asbestos, radiator brackets being accidentally thrown away that took weeks to replace and damage to the toilet. It also said the contractors had assured them the work would be completed before Christmas and that the Christmas period affected contractor availability.

Although all of this might be factually correct, I think it suggests the claim and response to the complaint could have been more sensitively handled. For example, although the complaint response acknowledged that Mr T's wife had died, it seemed to emphasise things it said were outside of the contractor's control.

Ageas also seemed to accept that there were some avoidable events, such as the delays with dealing with the asbestos, but not that this seemed to contribute to the claim continuing over the Christmas period. Ageas also explained that it had extended the stay in the alternative accommodation while some of the issues were sorted out, which seems reasonable if a property isn't habitable, but this happened in the context of Mr T's wife then not being able to return home before she died. So, I don't think this was a particularly reassuring or sensitive way to demonstrate that Mr T's circumstances, and the impact on him, had been considered.

So, I've thought about compensation. I'm aware Mrs T's involvement was likely to have protected Mr T and his wife from some of the issues around the delays on the claim at what was, understandably, a very difficult time. I'm also mindful that compensation can only go some way to acknowledge the distress and inconvenience caused in circumstances such as this. However, having considered what happened, I currently think a total of £600 compensation, which includes the £250 Ageas previously offered, more fairly reflects the impact on Mr T. So, I currently intend to say Ageas should pay this amount.

I asked both parties to send me any more information or evidence they wanted me to look at by 21 September 2023.

Both Mrs T and Ageas replied before that date and confirmed they had no further comments.

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 and for the reasons given in my provisional decision. Having looked at this complaint again, I haven't found any reason to change my view on how I think this complaint should be resolved.

Putting things right

Ageas should pay Mr T a total of £600 compensation.

My final decision

For the reasons I've given above and in my provisional decision, my final decision is that this complaint is upheld. I require Ageas Insurance Limited to pay Mr T a total of £600 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 26 September 2023.

Louise O'Sullivan
Ombudsman