

## The complaint

Miss S complains about how Ageas Insurance Limited (“Ageas”) handled her claim following water damage at her home.

Any reference to Ageas includes its agents.

## What happened

In March 2022 Miss S says she noticed a wet patch on the carpet in her corridor. The following day when she was leaving her home she saw water running from the top of her flat above the windows.

Miss S says she immediately contacted the council and it took them almost two weeks before someone came out to look at it. Towards the end of March water had flooded into her property. Miss S says there was sitting water in the hallway, her bedroom floor had swollen and the carpet in the living room was wet. Eventually it was found there was a broken pipe at the flat above.

Miss S reported the matter to her insurer who sent a loss adjustor out to inspect her property. Miss S was told she would hear something in the next few days. She says following this she emailed and called several times but no one called her back. Miss S says Ageas told her it was waiting for a report from the council but she found out a report hadn’t been requested.

Miss S says she was under significant stress trying to sort this out with Ageas. She was unable to eat at her table, her home was filled with a terrible smell, and she was bitten by insects which meant she needed to take a course of antibiotics. Miss S says Ageas said it would arrange for her clothes to be cleaned since they had been kept in the wardrobe for five months after the flood. She said it was going to remove the carpet but it wouldn’t be immediately replaced so she’d be left with a concrete floor.

Miss S says she chased Ageas on numerous occasions to get updates on what was happening with her claim. Ageas eventually arranged another inspection following which it said since Miss S had disposed of some of the items her position had been prejudiced, and so she would need to provide receipts. Miss S says she was told she could dispose of the items once she had photographed them and so that’s what she did. Because Miss S wasn’t happy she complained.

Ageas said due to the extent of the damage it appointed a loss adjustor to assess and validate the claim. It said there was a lack of evidence to substantiate items Miss S was claiming and it needed to ensure it is paying the correct amount to customers. Ageas referred to the policy which says, “*you must not throw away, get rid of or destroy any items that are damaged until we say so.*”

Miss S wasn’t satisfied with the response from Ageas and so she referred her complaint to the Financial Ombudsman Service. One of our investigators looked into things for her. She said the evidence shows Ageas had the information it required to validate the claim by 21

February 2023 and hadn't acted to progress the claim promptly. The investigator also said Ageas had opportunity to assess the damaged contents before Miss S disposed of them and said it wouldn't be reasonable to expect Miss S to keep the items given the level of damage. She said Miss S hadn't been treated fairly or reasonably by Ageas and so recommended it pay £1,100 for the distress and inconvenience caused to her.

Ageas didn't agree. It said determining the timing and information regarding the leak is crucial to ascertaining whether the damage is within its policy period. Ageas says it has a regulatory duty to prevent fraud and investigate claims to ensure the damage is wholly consistent with the account provided. Because Ageas didn't agree the complaint has come 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.

A claim of this nature, with the extent of the damage in key areas of the home, and to a significant amount of Miss S' belongings, was always likely to be a very disruptive and stressful experience for Miss S. Ultimately the leaks resulted in the damage to Miss S' contents. But I've had to decide what impact Ageas has caused over and above what might reasonably be expected, through its handling of the claim. Bearing that in mind it's my intention to uphold the complaint.

Our investigator made it clear the complaint would only look at the issues up to 31 October 2023. I understand Miss S has raised a further complaint about issues that occurred after this date.

#### *Establishing insured peril*

It's for the policyholder to demonstrate to their insurer that they have suffered an insured loss. If they can do this then, generally speaking, the insurer should pay the cost of the claim in line with the policy terms and conditions.

The initial escape of water was reported to Ageas in March 2022 and by August 2022 Ageas hadn't obtained the information it required to validate the circumstances of the claim. I accept some of the delay was due to a lack of response from the council which Ageas can't be held responsible for. But I can also see there were delays in Ageas attempting to obtain the information it required and, from what I've seen, I don't think it progressed the claim as I would have expected it to. By November 2022 Ageas still didn't have the information it required, despite the council providing a response to the queries Ageas raised. By November 2023 Ageas still didn't have the information it required to establish an insured peril had taken place.

On review of the timeline of events I think Ageas should have been able to establish the nature of the escape of water much sooner than it did. It's clear the delays caused significant inconvenience to Miss S.

I can see Ageas spent time trying to get updates and information from the council about the extent and nature of the escape of water. And this is what I would have expected it to do. It is unfortunate those efforts didn't always lead to the information being provided, but Miss S gave Ageas much of the information she had received from the council. And while Ageas was attempting to establish the facts of what had happened I don't think it's reasonable that a year later it was still asking for the date of loss and other information from the council.

Ageas say it needs to be sure an insured peril occurred within its policy period. According to the evidence Miss S' policy started on 3 February 2022. The council confirmed the incident was reported in March 2022 which is within the policy period. I don't think Ageas has acted fairly or reasonably here and so I'm upholding this aspect of the complaint.

#### *Validating the claim*

Ageas appointed a loss adjustor to validate the claim. I think this is reasonable since Ageas is entitled to conduct an investigation into the circumstances of the claim. On review of the evidence provided I can see the loss adjustor went out to inspect the level of damage on at least two occasions.

Given Miss S's cover was for contents only I would have expected any inspection of the damage to include a review of the items being claimed for. In the report dated 4 July 2022 it is confirmed affected items, "*which the insured had bagged up, and retained for inspection.*" Ageas asked for Miss S to complete a claim form since it wasn't able to review the emails and supporting documents she had sent in. Miss S completed the claim form as requested. Months later Ageas asked for further information in respect of the items claimed. From what I've seen Miss S complied with all requests for information and evidence.

Miss S had been clear throughout that the items she was claiming for were severely damaged by water and had caused her health issues. And so I don't think it was reasonable for Ageas to expect her to keep hold of those items in the event it may need to inspect them at a later date. Ageas attended Miss S' home on at least two occasions and since the claim was always a contents claim following an escape of water, I think Ageas had the opportunity to understand and assess the nature and extent of the damage much sooner. Where Ageas required further information it should have asked for this in a timely manner and explained the reason it was requesting that information to Miss S. And I can't see it did this.

I think Miss S' testimony regarding the leak and subsequent water damage is compelling and consistent. It is also backed up by photographs and evidence from the council as to the cause of the damage. Miss S has been open and forthcoming in providing information and evidence to Ageas in order to progress her claim. And I think had Ageas explained the reason it required the evidence it did, Miss S was likely to have complied with any instructions she was given; such was her need to have her claim settled quickly and efficiently.

Ageas also expressed concerns with a previous claim for water damage with Miss S' previous insurer. I have reviewed the evidence from the previous insurer who confirmed the date of loss was August 2018 and concerned a leak from the boiler. The damage was in the kitchen and the claim was paid with no issues or concerns. On review of the evidence it appears the damage Miss S is claiming for is entirely consistent with her account. Miss S has provided photographs, emails, and explanations for what occurred.

I don't think it's reasonable for Ageas to now ask for further and more detailed evidence, and to penalise Miss S for not being able to provide what it needs when Ageas had the opportunity to inspect and assess Miss S' contents but failed to do so. So I'm upholding this aspect of Miss S' complaint.

#### *Customer service*

This matter has gone on for almost two years, with the initial escape of water occurring in March 2022.

I appreciate Ageas did try to assist Miss S during a difficult time but it seems the matter has been prolonged. Ageas didn't manage Miss S's expectations well since she was under the impression her claim would be paid in full once confirmation from the council had been received. But that didn't happen.

Ageas should have been able to organise and validate the claim much sooner. And the insurer's repeated delays caused significant inconvenience for Miss S as she's been left living with damp and mouldy belongings for longer than was necessary. It also caused her a lot of worry and day to day disruption. I can see Miss S has suffered considerable stress and anxiety as a result of this matter, at a time when things were already difficult for her in trying to keep healthy and safe, whilst resolving the repairs in her home.

It's clear from the complaint notes and copies of correspondence, and from Miss S's testimony that what should have been a fairly straightforward claim became time consuming and stressful. There have been mistakes, periods of inactivity, and failures to communicate with Miss S. This has resulted in wasted time on her part making repeated calls to chase things up, forwarding emails from the council, taking photographs, and documenting her contents, and going back through years of bank statements to substantiate her claim. This has all taken place over a 20-month period when it really should have been a matter of weeks or months.

### **Putting things right**

When thinking about what Ageas should do to put things right, any award or direction I make is intended to reflect the stress and anxiety caused to Miss S. Had Ageas settled the claim fairly in the first instance I don't think Miss S would have needed to continue to engage with Ageas, the council, and ourselves in an attempt to get the amounts she felt should be paid under the policy. I'm satisfied this has taken time and effort from Miss S, and I don't doubt it would have been both stressful and upsetting during that process.

Our investigator recommended Ageas pay Miss S £1,100 to reflect the distress and inconvenience caused. And I think this is fair and reasonable in the circumstances and is broadly in line with the awards which we make for trouble and upset as set out on our website. I've considered the circumstances overall and I'm satisfied this is a fair outcome.

### **My final decision**

For the reasons explained I uphold this complaint and direct Ageas Insurance Limited to pay Miss S £1,100.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 7 March 2024.

Kiran Clair  
**Ombudsman**