

The complaint

Mr K and Ms L have complained about the way their claim under their home insurance policy has been handled and the amount Ageas Insurance Limited has paid in settlement of it.

What happened

The background to this complaint is well known to Mr K and Ms L and Ageas. In my decision, I'll focus mainly on giving the reasons for reaching the outcome that I have.

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.

I've only considered events after 1 December 2022, along with whether there is anything further for Ageas to pay on Mr K and Ms L's claim.

Having done so, I agree with the conclusions reached by the investigator for these reasons:

- There were clearly delays on Ageas's part in settling the claim and poor communication after 1 December 2022. And these clearly caused Mr K and Ms L distress and inconvenience. And I agree with the investigator that £250 in compensation is appropriate for this. Ageas accepts this and has agreed to pay this amount.
- Some of the delays Mr K has referred to in his responses to the investigator's view were prior to 1 December 2022, so I cannot consider them as part of this complaint.
- I appreciate Mr K has suggested that Ageas should pay a lot more than this in compensation because of the impact on him, but I do not consider more is appropriate, bearing in mind the outstanding works were completed by 18 January 2023.
- Most of the amount outstanding for works is not for damage caused by the escape of water to Mr L and Ms K's property, as far as I can see from the invoice of £1,285.34 provided. And the costs were not agreed by Ageas. So I do not consider the majority of these works are covered by Mr K and Ms L's policy. And, while Mr K may have been told to claim for some of these items under his policy with Ageas, he wasn't told this by an agent of Ageas. I appreciate Mr K sees the company which provides the home emergency cover under his policy as part of the same group of companies providing him with cover for his home. But Ageas is not responsible for what it said or its actions.
- As I have already said, the items themselves in the invoice do not – in the main - appear to be for damage caused by an actual escape of water or trace and access. And I'm satisfied they were for private works agreed between Mr K and the contractor.
- However – according to Ageas' claim notes - the bath panel does appear to have been damaged when access was gained to address the original leak. And this means the cost of it is covered by Mr K and Ms L's policy. This appears to have been £132, including VAT, so I think Ageas should reimburse this amount, plus interest at 8% from the date Mr K and Ms L paid it. The invoice mentions the bath frame as part of this cost, and I have assumed this is part of replacing the panel.

Putting things right

For the reasons set out above, I've decided to uphold Mr K and Ms L's complaint in part and make Ageas pay them £132, plus interest at 8% per annum simple¹ from the date Mr K and Ms L settled the invoice which included replacement of the bath panel to the date of actual payment. Ageas must also pay Mr K and Ms L £250 in compensation for distress and inconvenience.

My final decision

I uphold Mr K and Ms L's complaint and order Ageas Insurance Limited to do what I've set out above in the 'Putting things right' section.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K and Ms L to accept or reject my decision before 13 March 2024.

Robert Short
Ombudsman

¹ Ageas must tell Mr K and Ms L if it has made a deduction for income tax. And, if it has, how much it's taken off. It must also provide a tax deduction certificate for either Mr K or Ms L if asked to do so. This will allow Mr K or Ms L to reclaim the tax from His Majesty's Revenue & Customs (HMRC) if appropriate.