

## **The complaint**

Mrs P complains about Ageas Insurance Limited's handling of her home insurance claim.

Mrs P is represented in her claim and this complaint by her son, Mr P.

Ageas is the underwriter of this policy i.e. the insurer. Part of this complaint concerns the actions of its agents. As Ageas has accepted it is accountable for the actions of the agents, in my decision, any reference to Ageas includes the actions of the agents.

## **What happened**

In December 2022, Mrs P made a claim under her home insurance policy with Ageas after an escape of water caused damage to her lounge, utility room and shower room. Ageas arranged for a surveyor to review the damage and the claim was accepted.

Mr P queried why the jacuzzi wasn't included in the schedule of works. Ageas said it hadn't been damaged by the incident, but Mr P disagreed. He raised a complaint about delays in progressing the claim and poor communication from Ageas and its agents. He was also concerned about data protection breaches. He said Ageas had continued to contact his mother's neighbour despite repeatedly being requested to remove him from the claim. And he said claim information belonging to a different customer had been sent to Mr P.

Ageas suggested Mr P obtain a professional report to show the jacuzzi had been damaged. Mr P queried why Ageas was asking for this and who it would accept a report from. He referred to photographs he'd sent to show gravel and sand had been washed out from underneath the jacuzzi. He said Ageas' loss adjuster had seen this on his visit.

Mr P later sought approval from Ageas for the brick wall next to the jacuzzi to be removed so a hot tub specialist could review the damage, but this wasn't authorised.

Ageas sent Mrs P a response to the complaint raised on her behalf by Mr P in August 2023. It said the agent dealing with the claim and the attending loss adjuster did not consider any issue with the jacuzzi to be peril related and were in agreement this item should not be covered under the claim.

Ageas said the only delay in the progression of the claim was Mr P's insistence that the jacuzzi be included in the claim. Ageas' loss adjusters had asked Mr P to present a professional report confirming why the jacuzzi was damaged for it to be able to consider this further, but they hadn't received this.

Mrs P and Mr P remained unhappy. So, they asked our service to consider their concerns.

Our investigator didn't think Ageas' decision not to include the jacuzzi in the claim was unfair. However, he felt Ageas' could have done more to avoid delays and its communication was poor. He recommended Ageas pay Mrs P £500 compensation.

Ageas accepted our investigator's recommendation. But Mrs P and Mr P disagreed with his outcome. Mr P said he had submitted a subject access request and had been sent a copy of the surveyor's site visit report. He said this clearly showed the surveyor had stated that the jacuzzi needed removing to fix any damage beneath and ensure the floor was dried out. He said Ageas then brought in loss adjusters and a claim that could have been completed in March lost any ownership. He'd been accused of delaying the claim by not employing his own expert when in fact Ageas' expert clearly agreed with what he was saying.

Mr P also commented that Ageas' final response letter had not accepted his complaint about the loss adjusters' continual ignoring of emails. He also felt Ageas' focus while handling his complaint was on defending a position rather than trying to look for lessons or look for improvements.

As Mrs P disagrees with our investigator's outcome, the complaint has been passed 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.

Having done so, I've reached broadly the same conclusions as our investigator. I'll explain why.

I've considered everything Mr P has told our service, but I'll be keeping my findings to what I believe to be the crux of the complaint. I wish to reassure Mr P I've read and considered everything he has sent in, but if I haven't mentioned a particular point or piece of evidence, it isn't because I haven't seen it or thought about it. It's just that I don't feel I need to reference it to explain my decision. This isn't intended as a discourtesy and is a reflection of the informal nature of our service.

The relevant industry rules say an insurer should handle claims promptly and fairly. It should also provide reasonable guidance to help a policyholder make a claim and appropriate information on its progress.

### **Jacuzzi**

After Mr P was sent a copy of the schedule of works in April 2023, he queried why the jacuzzi wasn't mentioned. It looks like Mr P attempted to discuss this with Ageas a number of times.

The loss adjusters have noted speaking to Mr P about the jacuzzi in early June 2023 and sent an email the same day. The email says the contractors had confirmed they did not consider the jacuzzi to have been damaged during the incident and had invited Mr P to present a professional report. The email went on to say:

*"In the absence of a professional report explaining why the jacuzzi is defunct, it may be more prudent to consider a cash settlement figure, in order that you make your own arrangements."*

In response to this email, Mr P said he'd had discussions with Ageas' agent and the contractors regarding the jacuzzi. He thought there was initially a lack of understanding that the main issue was the foundations under the jacuzzi. He said he'd provided photos showing the damage to the jacuzzi foundations and the sand and gravel washed out. He said he'd then agreed with the contractors that they would send someone out to review the damage.

When he'd chased it up, he was told they needed approval from the underwriter / insurer before they could progress, and this had not been forthcoming.

Mr P said that as no one could give him a reason for not examining the damage to the jacuzzi, he wasn't sure what he'd want a professional report to say and who the loss adjusters would accept a report from. He said that as discussed on the phone, he would like the work to start as soon as possible and asked that the contractors be notified to commence straight away.

There was further correspondence from Mr P regarding the jacuzzi over the next couple of months. In late July, Mr P said he'd arranged for a hot tub expert to look at the jacuzzi, but he needed the brick wall in front of it to be removed to understand and propose rectification of the damage under it. It doesn't look like Ageas responded to Mr P's request to authorise this.

In its final response letter of 14 August 2023, Ageas said its agent had confirmed the jacuzzi was not part of the claim, as there was no physical damage from the debris from the ceiling. But I don't think Mr P ever suggested that there was damage from the falling ceiling. His concern was that the escape of water had caused damage to the foundations under the jacuzzi. He also believed that the pumping equipment may have been damaged from sitting in water for a long period of time. So, I don't think Ageas properly addressed this part of Mr P's complaint.

Mr P believes the site visit report from the surveyor Ageas sent to visit the property in January 2023 is evidence that the jacuzzi should be part of the claim. This report says:

*"The shower room also contains a jacuzzi which our surveyor was advised as being in-operative prior to the peril, however this will require removal in order to allow the full completion of the peril related reinstatement works in particular to ensure that a watertight finish to the flooring is present prior to the laying of the replacement floor finish, but no inclusion has been made for the disposal of the jacuzzi."*

After I asked Ageas for its comments on this, it said that while the surveyor initially thought the removal of the jacuzzi was needed, it was later confirmed by the trades who would have carried out the works that this was not required.

An email from Ageas' agent to Ageas says that while their contractors were initially under the impression the jacuzzi would have to come out, it was later confirmed that as the jacuzzi was not damaged by the peril, they were able to complete the works around the jacuzzi staying in place. It goes on to say:

*"... the jacuzzi has bricks surrounding it and this would not have been a standard remove and refit. Further damage to the jacuzzi would have been caused, meaning this would then have to be replaced. As our trades re attended (sic) and confirmed they could work around this, the remove and re fit (sic) were not required."*

*"As you are aware, our report is complete from an initial site visit and our scope of works is submitted based on what is required at that moment, the scope of works is subject to change while works are on going (sic)."*

Mr P says the only expert who visited the property clearly identified that it was essential that the area underneath the jacuzzi was examined, dried and properly re-sealed. While the removal of the jacuzzi is noted in the site visit report, it doesn't specifically say this was because the surveyor believed there was water damage underneath it. Mr P has commented

that tiling fell off the damp walls around the jacuzzi. But I don't think this is enough to conclude that there was damp underneath the jacuzzi.

I understand that Mr P wanted the flooring and foundation underneath the jacuzzi to be examined. It seems that this couldn't be done without the brick wall being removed. However, Ageas didn't authorise for this to be done.

I appreciate this was frustrating for Mr P, particularly as his emails regarding this don't appear to have been responded to. But Ageas says it doesn't believe there was water damage underneath the jacuzzi, and it didn't require removal for effective repairs to be carried out. And I haven't seen any expert evidence to contradict this.

Mr P says the remainder of the repair works have mostly been completed. He remains concerned about damp but expects it will take time for the damage to seep through. However, I don't have strong enough evidence to conclude that the escape of water caused damage to the jacuzzi or the flooring beneath it. So, I can't say Ageas should have included the removal and reinstatement of the jacuzzi in the repairs.

#### Customer service and delays

Ageas says the repair works were completed in January 2024. This was more than a year after Mrs P's claim was first made.

In its response to Mrs P's complaint, Ageas suggested that Mr P was responsible for delaying the commencement of repairs because of the dispute about the jacuzzi. Mr P says he did want the jacuzzi work to be completed at the same time as the rest of the lounge to minimise the disruption, but he never suggested this should delay the work starting.

Having reviewed the information available to me, I think Ageas is responsible for most of the delay in progressing the claim. It doesn't appear to have responded to many of Mr P's calls and emails. I can see he chased for a start date for repairs. It looks like they were booked in to start in early July but didn't go ahead at that time. In an email the next day, Mr P said his sister had driven over from another part of the country, but the contractors didn't turn up as expected.

I think the communication from Ageas and its agents has been poor. They repeatedly contacted Mrs P's neighbour, despite being told he was no longer representing her. Mr P was sent the schedule of works for a different customer in error. And, as I've said, many of Mr P's calls and emails weren't responded to.

I understand this has been an extremely frustrating experience for Mr P, who has put a lot of time and effort into dealing with his mother's claim and complaint. As Mr P isn't the policyholder, he isn't considered an eligible complainant under the rules set by the Financial Conduct Authority. This means I'm unable to consider the impact of Ageas' poor service on him. I can only consider the impact on Mrs P.

Mrs P was left without the use of the affected rooms for far longer than she should have. It was no doubt frustrating for her that the claim took so long to be concluded. However, Ageas has agreed to pay Mrs P £500 for distress and inconvenience. This is in the range of what our service would typically award where a business is responsible for causing considerable distress, upset and worry and / or significant inconvenience and disruption that needs a lot of extra effort to sort out. So, I think this amount reasonably recognises the impact of Ageas' poor service on Mrs P.

**Putting things right**

Ageas should pay Mrs P £500 for distress and inconvenience.

**My final decision**

For the reasons I've explained, I uphold Mrs P's complaint and direct Ageas Insurance Limited to put things right by doing as I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P to accept or reject my decision before 4 June 2024.

Anne Muscroft  
**Ombudsman**