

The complaint

Miss B's complaint is about the handling of a home insurance claim under her insurance policy with Ageas Insurance Limited.

Miss B is represented in this complaint but for ease, I will refer only to Miss B throughout this decision.

What happened

At the end of March 2022, Miss B contacted Ageas to make a claim as she had come home the previous evening to find the ground floor of her property flooded. A mains water supply pipe under her kitchen sink had burst. The water could not be turned off, as the valve had been damaged. Miss B had to get a plumber out to put a temporary valve in and stop the water. The water caused substantial damage to the kitchen units, flooring and walls in the kitchen and elsewhere.

Ageas accepted the claim for the repair of the damage caused by the water leak and the damaged contents. However, Miss B says there were difficulties and delays from the outset. Miss B says she lost faith in Ageas's handling of the matter, so appointed an independent loss assessor to represent her.

The property was dried out and I understand Ageas offered a payment of just over £13,000 in September 2022 for Miss B's joinery and redecorating quote. However, Miss B was not happy with the progress of the claim and that Ageas had not agreed to the cost of some of the repairs she says were required. Miss B therefore referred a complaint to this Service. The claim progressed in the meantime and I understand it has been settled.

However, Miss B remains dissatisfied as Ageas did not agree to the cost of redecorating the ceilings, as it said these were not damaged, or the cost of replacing the undamaged parts of the fitted kitchen.

Miss B has made a number of submissions in support of her complaint. I have considered everything she has said and have summarised the main points below:

- There was significant delay in the drying out works. A humidifier was only left on 11 April 2023 (after the contractor said the property was dry but then pulled a skirting board off and found the wall was wet behind it).
- Ageas disputed the works required to the downstairs toilet before agreeing to include them, which caused delay.
- Ageas refused to accept that the wall insulation was damaged by the water and required small areas to be stripped for inspection, before agreeing which again caused delay.
- Several months after the leak, practically no work had been carried out.
- Ageas refused to repaint the ceilings to match the repainted walls, which means it was not providing a full and lasting repair.
- Ageas said it would pay a contribution towards the cost of undamaged kitchen units, if the damaged ones couldn't be matched but insisted on receipts before making any payment. The payment is due and it is up to her if she puts up with the loss of match or replaces the undamaged parts of the kitchen.
- She spent several months with no carpet, wet wall insulation and damage to the ground floor of her home.

Miss B wants the cost of the additional repairs she says should be part of the claim and compensation.

Ageas did not agree that any further payment towards the repairs is required. Ageas said it is only obliged to pay for the damaged items and not towards the replacement of any matching items not damaged by the escape of water. However, its loss adjuster agreed to contribute towards the non-matching items on production of invoices to substantiate their cost. Miss B has not provided invoices. Ageas also said the cover does not include painting of the ceilings, as they were not damaged by the water.

Ageas did however, accept that there had been a delay in appointing a loss adjuster, which caused delay in appointing drying contractors. It offered £250 compensation for the delays and other service issues.

One of our Investigators looked into the matter. He recommended that Ageas pay compensation of £400 for the delays and recommended that Ageas pay Miss B's loss assessor fees, as he thought that if Ageas had appointed a loss adjuster sooner and sorted drying works sooner she would not have needed to take that step.

The Investigator did not agree that Ageas should pay for redecorating the ceilings that were not damaged by the water leak but he initially said that Ageas should contribute to the cost of replacing any undamaged parts of the fitted kitchen if they could not be matched. Ageas did not accept this and said that there was no proof the damaged parts of the kitchen could not be matched, so no further payment was due in respect of the kitchen.

The Investigator therefore reconsidered this part of the complaint. Miss B confirmed that the only damage to fitted kitchen was to the sink unit, plinths and two end panels. The Investigator said that the plinths end panels and carcasses of the units are a different colour to the doors and draw fronts anyway and they could be replaced with a reasonable match.

The Investigator therefore concluded Ageas had indemnified Miss B's loss in respect of the kitchen units and did not have to make any further payment for this.

Ageas accepted the recommendation that it pay £400 compensation but did not agree to paying Miss B's loss assessor's fees. Ageas says Miss B instructed the loss assessor on 22 April 2022, around three weeks after the insured incident. It says that the repairer was appointed on 30 March 2022, dryers were appointed on 6 April 2022 and the schedule of works was approved on 21 April 2022. Ageas therefore says there was no undue delay on its part before Miss B took the decision to appoint her own loss assessor.

As the Investigator was unable to resolve the complaint, it was passed to me. I issued a provisional decision on the matter earlier this month. I have copied the main parts of my provisional decision which sets out my findings below:

“Matching items

There was damage to a sink unit, the plinths and end panels of Miss B's fitted kitchen and they needed to be replaced.

Miss B said more items [were] damaged [and] around 25% of the kitchen [in total] but I've not seen convincing evidence of any other damage.

Miss B also said her property is a new build and the kitchen was bespoke and therefore the plinths, sink unit and end panels cannot be matched and she should receive a 50% contribution to the cost of replacing the rest of the kitchen.

Ageas originally agreed in principle that if the damaged parts would no longer match the remaining kitchen, it would make a contribution towards the cost of replacing the rest of the kitchen to ensure it matched, on production of proof Miss B had replaced the remaining parts. Miss B objected to this and said this amount is payable, even if she does not replace the rest of the kitchen, as compensation is for the loss of match.

I have considered the submissions from both parties to decide whether any further payment should be made in respect of the kitchen.

The starting point is Miss B's policy, which says:

“We treat each separate item of a matching pair or set, a collection, a set of furniture, sanitary suite or fittings, soft furnishings or other fixtures and fittings, as a single item. We will only pay in full for lost or damaged items.”

It is accepted that a fitted kitchen, such as Miss B's, would be a matching set. We sometimes would consider it reasonable for an insurer to pay a contribution to undamaged parts of a matching set that is not insured if there is a loss of match as a result of an insured event.

I have considered the photographs provided of the kitchen. The end panels, carcasses and plinths are matt black and the cupboard doors and drawer fronts are a grey gloss finish. So the doors and drawer fronts do not match the end panels, sink unit and plinths. Miss B has said the kitchen was bespoke but I have not seen any evidence that the kitchen is not a mass-produced kitchen. I also note that the Investigator found similar panels and plinths widely available.

Miss B has not provided any convincing evidence that the replacement damaged parts could not be matched to the original.

As there is no convincing evidence that there would be a loss of match between the

damaged parts and the cupboard doors and drawer fronts (which were undamaged), I do not agree that Ageas can be reasonably required to make any further payment in relation to the damage to the kitchen.

Redecorating

There is nothing in the policy that provides for the redecoration of areas that are not damaged by the insured event. As far as I am aware, there is no evidence the ceilings were damaged as a result of the escape of water, so Ageas is not responsible for the cost of redecorating those areas.

Loss assessor fees

Miss B signed the instruction mandate appointing the loss assessor on 22 April 2022, so just over three weeks into the claim. While I can understand that Miss B wanted immediate action and was not happy with Ageas's progress, I note that Ageas was dealing [with] the claim and action was being taken. Miss B chose to instruct a loss assessor to assist her but I do not agree that this was required due to anything Ageas did wrong. I do not therefore consider that I can reasonably require Ageas to pay any fees Miss B incurred with the loss assessor.

Other matters

There were some delays in the initial handling of the claim, which Ageas accepts. In particular in starting the drying out process. Miss B says very little progress was made in the first few months but I do not think this entire time was avoidable or due to anything Ageas did wrong. The property did need to be dried out, which takes some time. And while Miss B says Ageas should have accepted from the outset that the wall insulation and downstairs toilet were affected by the escape of water, I do not think it was unreasonable of Ageas to want to investigate and strip sections to see the extent of the repairs required.

Overall, having considered everything provided, I consider the £400 recommended by the Investigator to be reasonable to compensate for the issues with the handling of the claim."

Responses to my provisional decision

I invited both parties to respond to my provisional decision with any further information or evidence they want considered.

Ageas has confirmed it accepts my provisional decision and has nothing more to add.

Miss B has confirmed receipt of my provisional decision and has not added anything further.

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.

As nothing further has been added by either party, having considered everything again, I see no reason to change my provisional findings and remain of the opinion that Ageas does not need to make any further payment under the claim but that it should pay compensation of £400 for the handling of the claim.

My final decision

I uphold this complaint and require Ageas Insurance Limited to pay Miss B the sum of £400 compensation for the distress and inconvenience caused by its handling of her claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 23 April 2024.

Harriet McCarthy
Ombudsman