

## **The complaint**

Mr and Mrs S complain that Ageas Insurance Limited (Ageas) hasn't handled a claim they made on their home contents policy properly, causing delay and inconvenience.

## **What happened**

Mr and Mrs S have an insurance policy with Ageas that covers the contents of their home. The building itself is the responsibility of Mr and Mrs S's landlord.

In December 2022 Mr and Mrs S's property was damaged by water coming from a neighbouring property. A lot of their belongings were damaged. Mr and Mrs S approached Ageas to make a claim, which Ageas accepted.

Mr and Mrs S left the property for alternate accommodation, which their landlord covered. Over the following few months Ageas appointed at least two contractors to look at the damaged contents to see what could be restored and if that wasn't economically viable, would be replaced. There were delays and miscommunications in appointing contractors and Mr and Mrs S complained about these in March 2023. In particular they were worried because their landlord was waiting for access to the property before they could repair and redecorate it and said it wouldn't cover the cost of their alternate accommodation indefinitely.

Ageas responded to the complaint in early May 2023. It explained that not all of the delays were due to Ageas – some were because the contractors were overwhelmed with work following bad weather. Ageas apologised for this and noted that at this point Mr and Mrs S appeared to be satisfied with progress.

Mr and Mrs S referred their complaint to us for review and our investigator thought Ageas should pay £300 compensation for the delays up to early May 2023. She later increased this to £400 to take into account the way Ageas communicated with Mr and Mrs S and for some missed or rearranged appointments that further inconvenienced Mr and Mrs S.

Ageas accepted the recommendation for increased compensation. Mr and Mrs S sent a letter about how much upset and inconvenience Ageas had caused and about how they don't feel the claim is being progressed satisfactorily even now.

I've been asked to decide this complaint.

## **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'm going to uphold this complaint, for much the same reasons as our investigator did. Being in the position of having to move out of your home and making a claim is a worrying time, and it's expected that insurers don't make this worse when they deal with a claim. If they do, we expect an insurer to put things right for a customer – but only for the problems that they caused or made worse.

I must also explain that this decision only covers what Mr and Mrs S originally complained about – that is the way Ageas and its contractors treated them up to early May 2023.

I have every sympathy for the way Mr and Mrs S's claim has been handled and the length of time it's taken to sort things out, but this decision has to be limited to the time period covered by Mr and Mrs S's original complaint. I'm not suggesting that Mr and Mrs S haven't suffered more distress and inconvenience, or financial loss after that date – but Mr and Mrs S will need to make a separate complaint to Ageas about this. If Mr and Mrs S aren't happy about Ageas' response to a new complaint then they may be able to ask us to review that – but I'm afraid I can't take into account things that happened after May 2023 here.

There seems to be no doubt that Ageas could have done more to help Mr and Mrs S during the period this decision covers. Ageas has acknowledged that and accepted the recommendation for compensation. I've looked at the issues Mr and Mrs S faced in the run up to May 2023 and taking everything into account I'm satisfied that £400 is a reasonable amount for Ageas to pay to make up for this.

### **My final decision**

My decision is that I uphold this complaint and require Ageas Insurance Limited to pay Mr and Mrs S £400.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs S to accept or reject my decision before 10 June 2024.

Susan Peters  
**Ombudsman**