

The complaint

Mr W has complained about the settlement he was offered by Ageas Insurance Limited after he made a claim under his home insurance policy.

What happened

On 27 September 2023 Mr W made a claim to Ageas after he returned from holiday to find a leak from the water tank in his loft had damaged two bedrooms and the landing as well as the lounge and hallway below.

Ageas appointed a loss adjuster to manage the claim. Mr W says in a telephone conversation the day after the loss adjuster's visit, the loss adjuster told him Ageas would pay £6,450 to settle the claim. Mr W's builder quoted him £7,295 for the repairs. Mr W decided to use his own builder and pay the difference. Mr W said he tried to get written confirmation from Ageas but didn't receive a reply. He instructed his own builder to proceed as he felt the property was becoming unsafe. He said the bedroom, landing, hallway and lounge ceilings had to be replaced.

On 9 October a message was sent to Mr W on its portal advising how much Ageas would offer to settle the claim. Mr W said he couldn't access the portal. He contacted Ageas and was told that there was a problem with their phone system, so they couldn't tell him what the message had said. Mr W's builder started work on 20 October.

Mr W says he only found out that the cash settlement was much less than he expected when the sum of £4,088.64 was paid into his bank account in January 2024. He said if he'd known the amount of the shortfall was that much, he would have asked Ageas to carry out the repairs. Mr W complained to Ageas. It said according to its loss adjuster the figure of £6,450 had not been discussed or agreed at any time.

Mr W brought his complaint to this service. He told us that the alcove ceiling in his living room had since collapsed.

Our Investigator recommended the complaint be upheld in part. He didn't think there was enough evidence to uphold Mr W's complaint about being offered a higher sum than was actually paid to him. But he thought Ageas should amend its settlement to include replacing the collapsed alcove ceiling subject to Mr W providing evidence of the damage. Ageas agreed to that recommendation.

As Mr W didn't agree, the matter has been referred to me.

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.

Mr W has provided phone records showing the loss adjuster's call on the day after his visit. Unfortunately the call wasn't recorded. So this comes down to a straightforward dispute between the parties as to what was said during that call.

Where there is a factual dispute, I reach a decision on the balance of probabilities. I have to decide based on the evidence available whether it's more likely than not that Mr W was told in that call he would be offered a cash settlement of £6,450.

Ageas' claim record shows that Mr W rang Ageas on 16 October about the amount of the cash settlement. A note on the file says:

"Advised claim is with a senior handler who needs to work out the scope and this can then be advised."

PH [policyholder] advised wife received a call advising of an amount but have forgotten this."

Mr W chased Ageas again for this on 18 October 2023. He sent them a message on the portal saying:

"We have no response from your appointed claims provider in terms of how much is being offered ...Please advise."

This doesn't support Mr W's assertion that he had been given a figure of £6,450 by the loss adjuster.

I don't wish to imply that Mr W has not been telling the truth as I think it was most likely a genuine mistake on his part. But taking all the limited evidence in this case into account I don't think I can fairly say that it's more likely Mr W was given incorrect information about his claim settlement by the loss adjuster.

Regarding the alcove ceiling it appears that the loss adjuster thought this only needed a patch repair. As Mr W says it later collapsed, it seems that wouldn't have been appropriate. I agree with our Investigator that Ageas should reconsider the cash settlement in the light of this.

Putting things right

To put things right I think Ageas should reconsider the cash settlement to include the cost of repairing the alcove ceiling subject to Mr W providing evidence of the collapse. In line with the policy terms the cost should be based on what it would have cost Ageas to have the work carried out and Ageas can deduct any costs included in its cash settlement for a lesser repair of the same ceiling.

My final decision

For the reasons set out above, I uphold this complaint in part and require Ageas Insurance Limited to put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 16 October 2024.

Elizabeth Grant
Ombudsman