

The complaint

Mr G complained that repairs to his home following a leak were delayed by Ageas Insurance Limited ("Ageas") under a home insurance policy.

What happened

Following a leak in the ensuite room of his house, Mr G made a claim to Ageas in October 2022. It investigated the claim, accepted it and appointed contractors to manage the claim as its representatives.

Unfortunately, due to several issues, the repairs to Mr G's house were still not fully complete 12 months later. Mr G believes many of these delays were avoidable and were caused by Ageas and its representatives.

Ageas disputed the delays couldn't have been avoided. It explained why it thought the repairs had taken so long. It didn't think it was at fault.

Our investigator decided not to uphold the complaint. She didn't see evidence that there were significant delays caused by Ageas. Mr G disagreed, so the case has been referred to an ombudsman.

My provisional decision

I made a provisional decision on this on 1 October 2024. I said:

"I've reviewed the details of the complaint, the testimonies of both parties, evidence that has been presented and I've cobbled together a timeline based upon what has been said.

Although both parties have provided a lot of commentary, I don't think the evidence is conclusive. It's my observation that the parties have possibly over-extended their commentary to support their version of events rather than keeping a concise and factual record of what went on. Therefore, you won't be surprised based upon what I've said that I find it difficult to reach a reasonable conclusion on every detail of this complaint, based upon facts and evidence.

Therefore, I haven't tried to. Instead, I've taken a more holistic view of what's happened and what I think should've happened. I will start by saying, I uphold this complaint. Whilst there will be inconvenience for the claimant in any claims process, I think the time it has taken to resolve this claim given the relative minor leak has been too long. At the time this complaint was registered 12 months had passed. This is far too long.

I appreciate some of the reasoning Ageas has put forward for the delays to the claim and I do appreciate for work to commence both parties need to agree. However, my view is that Ageas and their appointed representatives are experts in claims management, whereas Mr G will have relatively little exposure to the process. So, I think the emphasis should be on Ageas driving the process and communicating with the customer to ensure problems don't become major issues and cause unnecessary delays. I'd expect Ageas to demonstrate

levels of experience in managing difficult situations and seeing the claim through to a sensible conclusion.

Whether it was the delay due to the festive period, difficulties with agreeing the scope of works or personality issues between Mr G and Ageas' contractors, I don't think 12 months and counting is reasonable to get this claim resolved. The latest delays were caused due to the need to rectify work that wasn't up to standard.

I'm also not suggesting Mr G couldn't have been more flexible in his approach to ensure the relationship between the parties worked better. However, I do understand the stressful situation Mr G was in and his desire to get his home back to how it was before the incident. I think Ageas should've recognised this and done more to support getting a good resolution.

I don't think there is value going into every juncture of the timeline. My overall view of this event wouldn't change. I think Ageas could've done more and been pro-active to the challenges on the claim and it could've communicated better and more promptly with Mr G. I think Mr G has been frustrated with dealing with Ageas and he's lived in conditions that are far from ideal and amenities that were unusable. He was without the use of his fire for part of the Winter. I think this would've been stressful. Therefore, I award compensation of £400 for the distress and inconvenience caused.

The compensation would've been higher, but I think Mr G hasn't helped facilitate the claim either. I think if he'd been more willing to work with Ageas as well, the claim could've progressed quicker. But, ultimately, I hold the expert responsible, Ageas.

My view considers the claim up until Ageas' final response in November 2023. So, if Mr G experienced further issues beyond this point, he's entitled to raise a new complaint with Ageas".

Responses to my provisional decision

Ageas didn't comment whether it accepted my provisional decision, but it acknowledged it didn't have any further information to add.

Mr G accepted my provisional decision. He didn't provide any further information.

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 neither party has provided any new information, I see no reason to change my provisional decision.

My final decision

My final decision is I uphold this complaint. I require that Ageas Insurance Limited pay Mr G:

- £400 compensation – for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 31 October 2024.

Pete Averill

Ombudsman