

## **The complaint**

Miss A complains about Ageas Insurance Limited's (Ageas) handling of her claim for a damaged mobile phone handset, and the poor service she received, under her home contents insurance policy.

## **What happened**

Miss A damaged her phone when accidentally dropping it into water. She contacted Ageas to make a claim. She says she was then contacted by another company to arrange an inspection of the handset. She didn't want to be without a phone and so didn't agree to this. She says she was told that she could provide her own report from her network provider's store, which she arranged.

Ageas didn't accept the report she'd obtained. Miss A says she spent a great deal of time on the phone chasing for updates on the progress of her claim and what was needed. Miss A says she's particularly unhappy with the lack of consideration she was shown given her vulnerable circumstances.

In its final complaint response dated 18 April 2024 Ageas says it was necessary to validate the damage Miss A had claimed for. It says its agent offered to collect and inspect the handset, but Miss A declined this offer. It said she could obtain her own report from the handset manufacturer, her network provider, or a suitable equivalent. But this was also declined. Ageas says its agent told her it would refer back to discuss possible other options.

Ageas says Miss A replaced her phone and entered into a new contract. This was later on the same day that its agent called her. She provided a handwritten note from the network provider's store which says the handset is water damaged. It says a number of calls were made to the store, but no further information was obtained. Miss A sent photos and videos to show the damage. However, Ageas says it was unable to validate the claim from this information.

In its response Ageas says Miss A's phone is waterproof to six meters for up to 30 minutes. Based on her explanation of the incident it says the handset should return to full working order once the charging port had dried. Ageas says after a number of calls Miss A eventually agreed for it to collect and inspect her handset. It didn't think it was responsible for any delays and didn't think it had done anything wrong.

Miss A didn't think Ageas had treated her fairly, so she referred the matter to our service. Our investigator didn't uphold her complaint. He thought Ageas had acted fairly in its efforts to validate Miss A's claim, including giving her different options. He listened to 17 different calls between Miss A, Ageas, and its handling agent. He thought the calls were handled professionally.

Miss A didn't think all call recordings had been provided by Ageas. She refers to one specific call when agent was rude to her. Our investigator asked Ageas for a copy of this call providing the agents name and the date of the call. But it says all calls had been provided. Our investigator didn't change his view to not uphold Miss A's complaint. So, she asked for an ombudsman to consider her complaint.

It has been passed to me to decide.

I issued a provisional decision in September 2024 explaining that I was intending to partially uphold Miss A's complaint. Here's what I said:

*provisional findings*

*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 my intention is to uphold Miss A's complaint in part. Let me explain.*

*Miss A has accidental damage cover under her home contents insurance policy to cover this eventuality. Ageas doesn't dispute this point. The issue here is that it needed to validate the damage Miss A was claiming for. She didn't want to have to be without her phone, so didn't agree to allow her handset to be collected and inspected. But I can see she did visit her network provider's store and obtained a handwritten note that says the handset was water damaged.*

*I don't think it was unreasonable for Ageas to want to validate Miss A's claim. I think the options it gave to her were reasonable. I've listened to the call when Ageas's handling agent explains this. He makes clear that if she didn't want it to collect and inspect the handset then she would need to provide a report. He refers to this as an official report from the handset manufacturer, or a reputable local I.T. engineer, or her network provider. When discussing what was needed, the agent gave the example that a handwritten note isn't something that would be acceptable.*

*I've read the information Miss A provided from her network provider's store. I don't think this qualifies as an official report. It's not clear that the person who wrote this is actually qualified to diagnose faults. No details about the phone are provided and there is very little information about the fault. So, I don't think it was unreasonable for Ageas not to accept this as proof of validation.*

*I can see Miss A eventually agreed to allow Ageas's agent to collect the damaged handset in order to validate the claim. This was on 19 April 2024. The claim notes show that a settlement payment was made on 24 April. Prior to this there were a number of calls between Miss A, Ageas, and its agent. I don't think Ageas acted unfairly when following its process to validate the claim. This is something I'd expect it to do. I acknowledge Miss A didn't want to be without a phone, and the reasons she gave for this. But the business had to validate the claim and reasonable options were suggested to do this. The possibility of Miss A buying a cheap pay-as-you-go phone was discussed. I think this was a reasonable option. But this isn't something Ageas is required to provide under Miss A's policy terms.*

*I've listened to all of the call recordings provided. I think the call Miss A is particularly concerned about occurred on 16 April 2024 at 12.52pm. This is with one of Ageas's call handlers. The call lasts just over 22 minutes. I've listened to this call carefully. I don't think the agent handled it well. During the early part of the call Miss A mentions twice that she suffers from a vulnerability. She becomes frustrated during the call as she says she's been provided with conflicting information regarding the report that Ageas required. Also, that she*

*hadn't been provided with updates from Ageas on what was happening. Around ten minutes into the call the agent says, "why couldn't we have [its agent] collect the phone". This is said very bluntly. I think this was inappropriate. Particularly as Miss A had already explained to several call handlers why she didn't want to hand over the handset.*

*The agent then tells Miss A she has to assist her insurer. He comes across as argumentative and unprofessional. Miss A becomes upset, and the agent's tone remains blunt. Around 12 minutes 50 seconds into the call the agent says, "just have the phone collected". This was unprofessional and again argumentative.*

*Around 15 minutes into the call Miss A says you're saying I'm not assisting my insurer, and that she finds this offensive given the efforts she'd made to date. The agent responds to say, "there you go" and "take that offence if you like". Miss A appears to be shocked by this comment. The call becomes more heated, and the agent tells Miss A he will end it based on her tone. The call then ends.*

*Having listened to the call I can understand why Miss A was upset. Ageas's agent didn't respond professionally or helpfully to the concerns Miss A raised. He became argumentative, which wasn't at all helpful. I'd expect a more professional and empathetic approach to be taken toward all Ageas's customers. But given Miss A had been open about her vulnerability, I'd certainly expect the call to have been handled better than it was.*

*The remainder of the calls I've listed to were handled professionally.*

*Having considered all of this I don't think it was unreasonable for Ageas to try and validate Miss A's claim. I think it behaved fairly when explaining this to her. But I don't think the agent I've highlighted above handled one of the calls at all well. This has clearly been very upsetting for Miss A. The agent was made aware of Miss A's vulnerability and failed to act appropriately. To acknowledge the distress this caused Ageas should pay her £150 compensation.*

I said I was intending to uphold this complaint in part and Ageas should pay Miss A £150 compensation.

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

Ageas responded to say it had nothing further to add.

Miss A responded to say she was pleased that I had upheld her complaint about the way she'd been treated. She says her vulnerability was completely ignored by Ageas. Miss A asks that £250 compensation is paid by the business. This is to acknowledge the stress and anxiety she was caused more appropriately.

### **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'm satisfied that my provisional decision was fair. I'm not persuaded by Miss A's comments that a higher compensation payment is warranted. My intention isn't to diminish the distress she was caused. Particularly given how she was spoken to over the phone. But I'm satisfied that £150 is an appropriate compensation payment in these circumstances.

**My final decision**

My final decision is that I uphold this complaint. Ageas Insurance Limited should:

- pay Miss A £150 for the distress it caused her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 25 November 2024.

Mike Waldron  
**Ombudsman**