

## **The complaint**

Mrs V complains that Ageas Insurance Limited (“Ageas”) delayed unreasonably in handling her claim and she is unhappy with the settlement offered. She wants Ageas to reimburse her for the costs she incurred and to pay her compensation for her distress and inconvenience.

## **What happened**

Mrs V insured her home and contents under a single policy with Ageas. Mrs V lived in her home with two others, including one family member who has additional needs.

In September 2023, Mrs V discovered a leak in her home, which had affected the kitchen, hallway, a downstairs bedroom, and bathroom.

She submitted a claim to Ageas on 22 September 2023.

Ageas sent an assessor to their home on 27 September 2023. The surveyor authorised drying to take place and for stripping out works to begin in October. I cannot see that the scope of damage or the required works were confirmed to Mrs V at that time.

Mrs V and her family moved all their possessions upstairs whilst drying took place and continued to live in their home for a period. This was primarily due to Mrs V’s family member’s needs and these being more easily managed at home. Mrs V explained the circumstances of her and her family’s needs and requested that they be able to stay in the property while repairs progressed. Ageas confirmed that, during the strip out, the property would be without necessary facilities so the family could not remain throughout the works. In early November 2023, the family moved into a hotel.

Mrs V chased updates from Ageas regularly and made clear her willingness to cash settle the claim if work could not be done quickly. The property was confirmed dry in early December 2023, but repairs were not planned in at that time. Ageas did not offer any date for the repair work to begin and did not give Mrs V updates.

Mrs V complained to Ageas in early November 2023 about the lack of updates. As a result of the lack of communication, Mrs V was not able to arrange continuity of their alternative accommodation, and they had to move a further two times. They experienced issues in their alternative accommodation and incurred costs for damage caused whilst there.

Ageas responded to Mrs V’s complaint in late December 2023 and acknowledged that there had been a lack of updates and that this had disrupted Mrs V’s continuity of alternative accommodation. It offered £150 compensation for the trouble and upset caused.

Mrs V grew frustrated with the delays, and in January 2024 requested that the claim be cash settled so that she could instruct her own contractor.

In late January 2024, Mrs V instructed her own contractor to undertake the repair works.

This cost her around £12,000. Eventually, Mrs V and her family moved back to their home in mid-February 2024, despite works not yet being finished.

Ageas offered Mrs V a cash settlement in March 2024. This was for around £6600, minus the policy excess.

Mrs V complained to us.

One of our investigators has looked into this matter and set out their view to the parties. This was that Mrs V's complaint should be upheld. Initially our investigator considered that Ageas should reimburse Mrs V for the full costs she incurred.

Ageas did not accept that view and argued that Mrs V had benefitted from betterment, as she had chosen a different type of floor covering from the original carpet, and also argued that they had not confirmed that wardrobes which were removed and reinstated had needed replacement. Ageas also considered that settlement should be calculated by reference to the costs that Ageas would have paid as it was on Mrs V's request that the claim was cash settled. Ageas revised its offer during this process.

Our investigator took into account Ageas's comments and considered that their revised offer was reasonable.

Mrs V did not accept that view and asked for an ombudsman decision.

I issued a provisional decision in respect of this matter in October 2024. In that provisional decision I set out that I thought Ageas should do more to put matters right.

That provisional decision has been shared with the parties and they have been invited to comment.

Both Ageas and Mrs V have responded accepting the provisional decision and reasons.

### **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 the parties have indicated their acceptance of my provisional decision, I adopt that decision and reasons as my final decision.

### **My final decision**

For the reasons set out in my provisional decision, I uphold Mrs V's complaint and direct Ageas Insurance Limited ("Ageas") to:

- settle Mrs V's claim based on the costs she incurred;
- add to the above sum interest at the rate of 8% per annum from the date Mrs V paid the invoice up until the date of settlement;
- pay to Mrs V a disturbance allowance for the period when she was living at the property with works pending or ongoing; and
- pay to Mrs V £1500 compensation for her distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs V to accept or reject my decision before 18 November 2024.

Laura Garvin-Smith  
**Ombudsman**