

## **The complaint**

Mr A complains that Ageas Insurance Limited (Ageas) has unfairly refused to consider a claim he's made.

## **What happened**

Mr A held insurance for his home with Ageas from March 2018 to March 2019. He contacted Ageas in November 2023 to follow up on a claim he said he first made some time in 2018. He'd made the claim after discovering a leak in his home which has caused substantial damage.

Ageas said it had no record of Mr A contacting it in 2018 and asked why it had taken Mr A five years to get in touch. Mr A explained he'd had several bereavements and that his memory was poor. Ageas sympathised with this, but said that Mr A's policy required him to prevent further damage after (in this case) a leak and to report claims as soon as possible. It went on to say that five years was too long to wait – even in Mr A's particular circumstances – and that it would by now be impossible to identify any repairs that it might have carried out in 2018.

Mr A complained but Ageas didn't change its mind, so he asked us to review his complaint.

Our investigator thought Ageas was being fair. She said that although she too sympathised with the problems Mr A had faced, she thought he could have contacted Ageas sooner. And she thought that even if Mr A had spoken to other insurers, it was still his responsibility to report the matter to Ageas. As he hadn't done that, she didn't think Ageas had to now deal with the claim.

Mr A doesn't think that's fair, so 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.

The policy Mr A holds explains that he should contact Ageas straight away if he needs to make a claim. But I'd expect any insurer to be mindful of a customer's individual circumstances. So, if Mr A, because of his family circumstances and health had not done this for, say, a few weeks, then it might have been fair for Ageas to consider the claim anyway.

Unfortunately Mr A didn't do that. I do understand he was facing a lot of problems and had to go abroad for a while. But I don't think he was prevented from at least contacting Ageas to register a claim.

I don't know who Mr A talked to in 2018 about making a claim. Ageas has no record of this. They've sent their internal records for me to look at, and these don't show contact in 2018. I don't see any reason to doubt the accuracy of the records. I do understand that Mr A might

have been in touch with other insurers and possibly the company that provided his home emergency cover following the leak. But that doesn't mean he talked to Ageas about starting a claim, and it was his responsibility to do that.

Ageas has provided copies of the paperwork sent to Mr A when he bought the policy about eight months before the leak happened. There's plenty of clear information in that paperwork about how to contact Ageas. So I think Mr A had enough information about who his insurer was, and could have made contact much sooner than he did.

Mr A's policy covers damage caused by a one-off event – in this case a leak. It doesn't cover damage that builds up over time because repairs weren't done. The policy also says Mr A should ensure damage doesn't get worse. That would normally be done by having the leak fixed and then getting repairs done to any damage caused by the leak, whether that's through an insurance claim or otherwise. From what I've seen there's been no attempt to get the damage fixed – with the result that after five years the house is now in a poor condition. But that isn't something Ageas must deal with. So long after the event it will be impossible to tell exactly what damage was caused at the time, rather than because things have been left to get worse.

I'm really sorry Mr A has suffered so much with his family. But I'm afraid that I do think he could have acted much earlier than he did, and it follows that I think Ageas fairly refused to consider the claim.

### **My final decision**

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 6 February 2025.

Susan Peters  
**Ombudsman**