

The complaint

Mrs D complains about how Ageas Insurance Limited dealt with a claim she made on a buildings insurance policy for subsidence damage to her property.

Mrs D has been represented in the claim by her sons and one of them, Mr D has brought her complaint to the Financial Ombudsman Service on her behalf.

Ageas Insurance Limited uses claims handling agents to deal with claims on its behalf. It accepts responsibility for the actions of those agents in dealing with the claim, so when I refer to Ageas in my decision, I will also be referring to the actions of any agents working on its behalf.

What happened

Both parties are aware of the circumstances which led to this complaint, so I don't intend to repeat them in detail here. Instead I'll focus on providing my reasoning for my decision.

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 agree with the conclusion reached by the Investigator that whilst Ageas failed Mrs D in some respects, the £2,500 payment of compensation offered by Ageas to put things right is fair and reasonable. I do so for the following reasons:

- Mr D's wider concerns about the actions of the claims handling agent which I'll refer to as C and the potential impact on other policyholders' claims would be for Ageas to decide if it wants to take forward or review. It isn't within my remit to become involved in the day to day running of a financial business. Alternatively, Mr D may wish to raise his concerns with the regulator of the industry the Financial Conduct Authority. Similarly, it would decide if this was something it wished to act upon.
- Mr D has suggested C acted fraudulently and deliberately misrepresented the circumstances of the claim to mislead Ageas into declining the claim. It isn't my role to make a finding of fraud, that is a criminal standard and something for a court to decide. I will however decide if Ageas dealt with the claim in a fair and reasonable way, and where it has been acknowledged things have gone wrong, I'll consider if the insurer has done enough to put things right.
- At the start of the claims process, Mr D provided an opinion from a Structural Engineer regarding the property, the suspected subsidence, and its possible cause. While this opinion turned out to be correct, Ageas was entitled to complete its own investigations and reach its own conclusions about whether there would be a valid claim under the policy.
- I've reviewed the advice that was sent to Ageas by C in November 2022 which set

out its findings to date and asked Ageas to confirm if the claim should be declined. I do agree it was incorrect to refer to the drains as only having minor defects. The second drainage report clearly showed significant issues with the drains which required repairing. However, the report also confirmed that despite those defects being present no progressive movement had been recorded. That was correct at that point. Monitoring data due to be collected in December 2022 was still outstanding. Once the December reading was received (which showed movement), C advised Ageas it could be a rogue reading, or it could be used to accept the claim as being valid in light of the other information available.

- Ageas retained the ultimate decision whether or not to accept or decline the claim and I'm pleased to see it accepted the claim after reviewing the information.
- Subsidence claims are by their very nature lengthily and involve a degree of distress and inconvenience. The relevant industry rules also say that insurers should handle claims promptly and fairly. So, there's a balancing act for an insurer handling a subsidence claim – it may take a long time, but it must do what it can to move it on.
- I'm pleased to see Ageas has recognised there were failings in how the claim progressed initially. The first drainage survey was incomplete and inaccurate requiring a second survey to be done. There were avoidable delays in the claim's progression by C and a lack of updates. Ageas has also recognised that after the second agent claims handling agent "S" took over the claim, there were some further delays but overall, it said it though S had managed the claim well. It offered an unreserved apology to Mrs D for the failings which it accepted had occurred, which I think was appropriate.
- I'm aware Ageas issued its final response in January 2024, and some issues have presented themselves after that time, however I'm satisfied, up to that point, aside from the delays Ageas has acknowledged, S dealt with the claim reasonably. I acknowledge somethings within that time didn't go to plan, as quite often they don't, but I'm satisfied Ageas did what it could to rectify matters and move things forward.
- I know Mr D feels strongly about what has happened and has outlined in detail the failings he believes Ageas and its agents have made. I can see throughout the claim Mr D and his brother had high expectations of how they believed Ageas, and its agents should respond to their enquiries and how quickly the claim should progress, and I think this itself may have been a contributing factor to the distress and inconvenience they experienced.
- I'm mindful that Mr D and his brother dealt with the claim on Mrs D's behalf. That's important in the context of this complaint about how Ageas handled the claim. As they are representatives, they are not themselves eligible complainants regarding Ageas' actions, as such I can't make any award for any distress or inconvenience, they suffered. However, I can see, in making its award, Ageas did acknowledge the impact the matter had on them also.
- Ageas was aware that Mrs D was vulnerable and therefore the uncertainty and delay in matters being progressed would have had a significant impact on her. The Financial Ombudsman Service generally awards over £1,500 and up to around £5,000 where the mistakes of the financial business caused sustained distress, potentially affecting someone's health and/or where severe disruption to family life has typically lasted for more than a year. Ageas offered Mrs D £2,500 compensation, so I think it has offered a fair and reasonable amount to reflect the impact its actions would have had on her. Mr D, despite being asked, has not provided any further

detail as to how Mrs D was impacted over and above what Ageas has already allowed for when making the award that it did and therefore, I won't be increasing this amount any further. The amount is within the range and in fact, is slightly more than I would have awarded had Ageas not done so already.

For the reasons set out above, I do not uphold this complaint.

My final decision

My final decision is that I do not uphold Mrs D's complaint against Ageas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 11 April 2025.

Alison Gore
Ombudsman