

The complaint

Dr G, on behalf of the estate of Mr G, complains about how Ageas Insurance Limited (Ageas) handled his late father's claim which he says caused him distress and inconvenience.

All reference to the insurer Ageas includes their agents and their role in dealing with the claim on Ageas' behalf.

What happened

The following is intended as a summary of events only, as the circumstances are well known to both parties.

A claim was registered for storm damage under the late Mr G's policy with Ageas in January 2024. As part of the claim, Ageas agreed to assess and consider some damage that had happened to a boundary wall. It appears works were initially delayed due to poor weather by several months, and additional work was needed to properly fix the damaged wall.

Dr G said Ageas failed to complete the work in good time and missed several deadlines. And that they obstructed access to the property during the works. He also said they refused to remove their skips from the property when asked, and the contractors had been rude to him when he raised his concerns. Dr G was unhappy with how the claim had been handled and said it added to the distress of his bereavement – so he raised a complaint to Ageas.

Ageas considered the complaint but didn't uphold it. They said that due to the nature of the works required, additional skips were needed. And they said a foundation needed to be added to the boundary wall in order to ensure the repairs to the wall wouldn't fail; and this delayed the works further. In relation to the contractor's being rude to Dr G, Ageas investigated this but were unable to locate any evidence they had acted in the way reported. They concluded that all rubble and mess on site was cleared and removed following completion of the works.

Dr G remained unhappy with Ageas' response to his complaint – so he brought it to this Service. He said Ageas had taken seven weeks to investigate his complaint but hadn't upheld it. And he said he would like to be financially compensated for the time trouble and distress caused by Ageas' failure to appoint competent contractors to carry out the repairs.

An Investigator looked at what happened and ultimately recommend the complaint should be upheld. But while he agreed Ageas had caused inconvenience due to a lack of meaningful updates, poor customer service and delays - he explained that this Service cannot award compensation to Dr G in his role as executor. So, while there may have been difficulties encountered in dealing with the claim, the Investigator couldn't make an award in these circumstances.

Dr G disagreed with the Investigator's findings. He said that if this Service's rules didn't allow for an executor to be compensated – those rules should be reviewed, because they clearly arise from muddled thinking. He maintained that Ageas' contractors failed to complete the job satisfactorily, or on time, and left the site in a mess. And he said there was no evidence

that the wall needed a new foundation – so he should be refunded his contribution to the claim. Dr G said there must be some sanction or remedy against Ageas for the distress, expense and inconvenience they have caused him.

Dr G asked for an Ombudsman to consider the complaint – so, it's been passed to me to decide.

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.

I would like to start by expressing how sorry I was to learn of Dr G's bereavement and acknowledge how distressing this situation must have been for him in having to deal with an insurance claim during an already difficult time.

I won't be repeating the entirety of the complaint history here in my decision or commenting on every point raised. Instead, I've focussed on what I consider to be the key points that I need to think about in order to reach a fair and reasonable conclusion. This reflects the informal nature of this Service and our key function; to resolve disputes quickly, and with minimum formality. However, I want to assure both parties I've read and considered everything provided.

In respect of any inconvenience of upset caused to Dr G as a consequence of Ageas's actions, I must be clear from the start that I cannot award any payment to Dr G directly. This is because I do not have a free hand to make awards to him due to this Service's rules. I can appreciate that this may be confusing, and Dr G feels that Ageas should be sanctioned - but that's not our role and our rules do not allow it. I'll explain why that is.

This Service is bound by the Dispute Resolution (DISP) rules, as set out in the FCA Handbook. An Ombudsman cannot avoid the rules or apply discretion to certain rules. The rules state that we can only make awards for distress and inconvenience to '*eligible complainants*'. The rules go on to explain who is eligible to complain to this service. In the circumstances of this complaint, the eligible complainant is the estate of the late Mr G, as he owned the property and therefore was the beneficiary of the insurance policy that covered it.

A specific rule (DISP rule 2.7.2 R) allows a third-party to bring a complaint on behalf of an eligible complainant to this Service, for example from an executor of an estate for an eligible complainant that has since passed away. That applies here as Dr G is an executor of the late Mr G's estate. But that doesn't mean Dr G is an eligible complainant in his own right.

So, while this Service can make a compensation award for any distress and inconvenience a business has caused in relation to a complaint (DISP 3.7.2 R), and whilst a complaint can be made to this service by an executor on behalf of the eligible complainant, that does not confer the right to receive a money award to the executor personally.

It follows that I cannot make an award for distress or trouble caused to Dr G as an executor for the late Mr G; our rules simply do not permit me to award compensation to a representative in these circumstances. I appreciate Dr G may disagree with this approach, but it is the approach set out in the DISP rules and I am unable to disapply these even if I were minded to.

In respect of money awards, our rules do allow this Service to make such an award if I'm satisfied a business has caused a financial loss to an eligible complainant. Dr G says there was no evidence that the boundary wall required a new foundation (as it had stood for many

years prior to the storm) and therefore the payment made towards the repair should be refunded.

As the Investigator previously explained, Ageas are required to follow the terms of the policy when dealing with a claim. I can see they outlined that a foundation to the damaged wall was required as part of the rebuild works – but as this wasn't included in the scope of cover under the policy, Dr G would be required to contribute to this cost in order to carry out an effective and lasting repair. I do appreciate Dr G has said he feels there is no evidence that a foundation was required as part of the repair – but I must base my decision on the available evidence in order to reach a conclusion.

Having thought about this point, I think it was fair and reasonable for Ageas to carry out the repair in the way they did by including a foundation to the wall. The addition of a foundation is supported by the contractor's comments and as I don't have any compelling or contrary evidence to suggest that this is incorrect – I can't reasonably conclude they acted unfairly here. Ultimately, Ageas is required to carry out a lasting and effective repair – and I think they did that here.

In relation to Dr G's comments around the removal of rubbish and rubble from the property, I haven't seen any evidence that supports this. But in any event, even if there was debris left behind – I can see his testimony outlined that a charity that had been paid to clear Mr G's home kindly removed those items. But at Dr G has confirmed that there was no additional charge for this – it's not something I can make a financial award for as there has been no additional loss to compensate for.

Conclusion

I know this decision will be disappointing for Dr G, but I hope I've provided him with a thorough explanation of why I've reached the decision I have. Ultimately, for the reasons I've already given, I'm unable to make a compensation award to Dr G directly as he isn't an eligible complainant.

My final decision

For the reasons I've outlined above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Dr G, on behalf of the estate of Mr G, to accept or reject my decision before 25 April 2025.

Stephen Howard
Ombudsman