

The complaint

Mr F and Mrs N complained about Ageas Insurance Limited's ("Ageas") poor claim handling and substandard repairs, following a claim involving a damaged shower under their home buildings insurance policy.

I'll refer to Mr F in my decision for ease.

What happened

In February 2024 Mr F made a claim to Ageas in relation to a cracked shower tray, which it accepted. He also reported a water stain to his kitchen ceiling that hadn't been resolved following an escape of water claim the previous year. Mr F said it took a long time for the repairs to begin. When they did tiles were damaged and replaced with non-matching ones. A shower screen was left in the house, which was unsafe for his young child. Furnishings weren't protected as promised. And Mr F said he had to spend over 1000 minutes speaking with Ageas and its agents over the phone.

Mr F made three complaints to Ageas in 2024. It responded to each with a final complaint response. All of which are to be considered here. Ageas upheld Mr F's complaint on each occasion. It acknowledged its claim handling had been poor including delays, communication issues, missed appointments, amongst other failings. It offered Mr F £425 compensation.

Mr F didn't think Ageas had treated him fairly and he referred the matter to our service. Ageas made a further offer via our service to increase its total compensation offer to £600. We put this to Mr F, but he declined to accept. One of our investigators looked into his complaint. She agreed with Ageas that it hadn't handled Mr F's claim well. But she thought its offer of £600 was fair to put this right, so she didn't ask it to pay more.

Mr F didn't accept our investigators findings and asked for an ombudsman to consider his complaint.

It has 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.

Having done so I'm in agreement with our investigator. It's clear Ageas didn't handle Mr F's claim well. So, I can understand why he's so disappointed. But although compensation is due, I think £600 is a fair amount in these circumstances. I'm upholding Mr F's complaint as Ageas didn't offer this amount until after the referral to our service. Let me explain why I think my decision is fair.

Some disruption and inconvenience is unavoidable in the event of a claim such as this. But we expect Ageas to handle claims effectively so that it avoids causing unnecessary

disruption. I've focused on this here.

Mr F discovered the damage to his shower on 11 February 2024. He contacted Ageas to make a claim the day after this. From the records provided the claim was validated on 11 March and the material selection was confirmed by 18 March. However, the repairs didn't begin until July. This seems an unreasonably long time for Mr F to wait before work began.

Ageas appointed a contractor to deal with the claim on its behalf. But as it was acting as its agent Ageas is responsible for any issues with the repairs. The business explained the replacement shower tray didn't match the original. This was identified on 27 March 2024. This required an additional visit, with Mr F taking a holiday over this period. Ageas said its agent visited on 22 April and the new shower tray costs were submitted and approved on 21 May. But again, this seems to have taken a long time to sort out.

Ageas's agent had a lead-in time that meant work couldn't start until 8 July 2024. Mr F said this was originally booked in for 1 July. He was told the delay was due to the shower tray not being available. But he was also told that it was actually due to the plumber not attending. I can't see anything in the claim records to confirm the reason for this delay. But the costing for the new shower tray was approved on 21 May. I would have thought six weeks was sufficient time to have it ready for installation.

I've seen photos of the shower screen that was left leaning against a wall on the upstairs landing. This was after a contractor had carried out work on 8 July 2024. The records show Mr F contacted Ageas and its agent to have this moved. He was worried it was a danger to his young child. This was eventually moved to his shed by the end of the next day after Mr F followed it up.

Ageas's contractor broke two tiles whilst working on the repairs. Mr F said he agreed the replacement tiles that he felt were closest to the originals from the information he was sent. He then agreed for the tiles to be replaced whilst he was at work. He said he didn't expect the replacement to be so different to the original tiles. I can see from the photos supplied that the replacements were a poor match. I think it's reasonable to expect the contractor to have queried this prior to fitting, given the replacement tiles are a completely different colour to the originals. Mr F has said Ageas's agent initially declined to resolve the problem saying he had chosen the tiles. But it was eventually agreed that the tiles would be replaced.

Mr F has described inadequate repairs to the stained kitchen ceiling, which required further contacts with Ageas. He said protection wasn't used to prevent damage to his furnishings. This included contractors walking through his house with dirty shoes. He said that workmen also turned up unannounced when he was entertaining guests. By 7 August 2024 Mr F said he wasn't prepared to continue using Ageas's contractors. He asked for a cash settlement. Mr F said he was offered £40. This is mentioned in the claim notes at the end of August. I can see that after disputing this with Ageas the amount was eventually increased to £740. This wasn't paid until around 25 November.

In summary Mr F reported his claim in February 2024 and the repairs were still incomplete nine months later. He's supplied records to show he was in regular contact with Ageas and its agent throughout this period. I don't think Ageas handled Mr F's claim well. The time taken to carry out the repairs was excessive. Further damage was caused and the attempts to resolve this were completed poorly. The onus appears to have been on Mr F to chase progress and ensure his home was left safe. It appears it was also left for Mr F to try and prevent damage to his carpets and soft furnishings. I don't think it was unreasonable to expect Ageas's agent to have planned for this. From what I've read the protection it did use wasn't sufficient.

I think it makes sense that the remaining part of the work was cash settled to allow Mr F to find a contractor he trusted. So, I've considered the impact all of this had on him.

Mr F has referred to compensation for lost income. But he hasn't provided evidence to support this. So, I've focused on the disruption, inconvenience and distress he was caused. He clearly spent a lot of time on the phone with Ageas and its agent dealing with the issues described. This shouldn't have been necessary and caused him a lot of inconvenience. His shower wasn't functional for close to a year. I note he has another bathroom, so he and his family had bathing facilities. But I accept what he says about the inconvenience this caused as the other bathroom had no shower. It took far too long at every stage of the claim to progress matters. Mr F arranged to be available for contractors to attend and some appointments were missed. Overall, this was a poor claims experience, and I agree with Ageas that it should pay Mr F compensation to acknowledge this.

In these circumstances I think £600 represents a fair compensation payment. This aligns with the approach our service takes when deciding such awards. I appreciate Mr F doesn't agree that this payment adequately compensates him for the experience he had. By no means is my intention to diminish the impact this all had. But I think £600 reasonably reflects the circumstances described. This is to acknowledge the avoidable disruption Ageas caused due to its poor claim handling. So, although I'm sorry to disappoint Mr F, I think Ageas's offer was fair, so I won't ask it to pay more.

My final decision

My final decision is that Ageas Insurance Limited should:

- pay Mr F £600 in total for the distress and inconvenience it caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F and Mrs N to accept or reject my decision before 16 July 2025.

Mike Waldron
Ombudsman