

The complaint

Mr P complains Ageas Insurance Limited (Ageas) damaged his personal possessions following a claim he made under his contents insurance policy.

What happened

The circumstances of this complaint will be well known to both parties and so I've summarised events. In February 2024 Mr P's home was damaged following a fire in the flat above his and so he reported a claim to Ageas under his contents insurance policy. Ageas accepted Mr P's claim and arranged for its agent to remove Mr P's carpet. Mr P raised a complaint about the agent who attended his property. He said the agent caused damage to a table, a cabinet, and a storage heater.

On 26 July 2024 Ageas issued Mr P with a final response to his complaint. It said its agent had said the items were already damaged and so it wouldn't be liable for this. On 13 August 2024 Ageas issued Mr P with a further final response. It said its agent had confirmed the table was already on the floor without legs when they arrived, the cabinet already had significant scratches and no additional damage was noted to either storage heater which were already in a poor condition. Mr P didn't agree and so referred his complaint to this Service.

Following Mr P referring his complaint to this Service, Ageas made an offer to resolve Mr P's complaint. It said it didn't agree damage had been caused by its agent but it identified some avoidable delays when dealing with Mr P's claim. It offered £250 compensation as an apology. Mr P rejected this offer.

Our investigator looked into things. He said he thought on balance the contractor likely caused damage to the table and the cabinet. He said he thought the storage heater had moved but it was missing a screw and so he thought the agent had highlighted the issue rather than caused it. He said he thought Ageas should pay to repair both the cabinet and the table. He also said Ageas should increase the total compensation due to £350 to acknowledge the damage its agent had caused. Ageas accepted our investigator's view but Mr P disagreed and provided further information.

Our investigator considered the further information provided and issued a second view. He said he thought the further evidence showed the agent had pulled the carpet from under the storage heater's leg rather than cutting around it. He said he thought, in addition to repairing the cabinet and table, Ageas should inspect the damage caused to the storage heater and complete any necessary repair. He said he thought the total compensation should be increased to £500.

Ageas accepted our investigator's second view. Mr P initially accepted our investigator's view but later disagreed. He said he didn't think the compensation was reasonable in the circumstances and asked for an ombudsman to consider the complaint.

As Mr P asked for an ombudsman's decision, the complaint 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.

I want to acknowledge I've summarised Mr P's complaint in less detail than he's presented it. I've not commented on every point he has raised. Instead, I've focussed on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Mr P and Ageas I've read and considered everything that's been provided. I've addressed the key points separately.

Damage to Mr P's personal possessions

Mr P has said Ageas's agent caused damage to his cabinet, table and storage heater. Ageas have now agreed with our investigator that this damage was more than likely caused by its agent and so I've considered what it needs to do to put things right.

Mr P asked for a settlement of £250 to replace his damaged table and Ageas have provided evidence it has paid £250 to Mr P for the table. I think this is reasonable in the circumstances as it allows Mr P to purchase a replacement table of his choice.

There are scratches to Mr P's cabinet which need putting right. Ageas should arrange for the cabinet to be repaired or pay Mr P reasonable costs for its repair, subject to Mr P providing it with evidence of the repair costs. If a repair isn't possible then it needs to replace the cabinet.

Based on the images Mr P has provided, it's clear the storage heater has been pulled from its position. Ageas have agreed to inspect the damage caused and carry out necessary repairs. Mr P has said he believes the likely cost to replace the storage heater would be in the region of £2,500. However, I've not seen persuasive evidence that internal damage has been caused to the storage heater itself, nor that the storage heater requires replacement in order to put things right. In the absence of clear evidence of the repairs necessary or the costs involved, I think Ageas's agreement to inspect the damage and carry out repairs is reasonable. If following the inspection, a reasonable repair isn't possible, then a replacement may be necessary. Mr P will need to make his property available to Ageas for the inspection of the storage heater to take place.

Claim handling

Ageas have acknowledged it didn't handle Mr P's claim as well as it should have done. It has now agreed to pay £500 compensation and so I've considered whether this is reasonable to acknowledge the impact to Mr P.

Mr P has provided a detailed explanation of the impact Ageas's errors have had on him. He has explained the actions of Ageas's agent released a large amount of dust into the air and impacted his asthma. He said he was unable to enter his living room for several weeks without taking precautions. He said he has been unable to find a contractor willing to fit a new carpet until the issue with the storage heater has been resolved. He has a large number of his personal possessions stored in his second bedroom as he is unable to move all the items back to its place, and then re-store them all when the carpet can eventually be fitted. He said this has meant he has been unable to use a number of these items and been unable to use his second bedroom. He has also shared information about how Ageas's actions have impacted his health.

Based on the evidence provided I think Mr P has been caused considerable distress due to

Ageas's actions. He had to wait longer than he should have done for his claim to be considered, and the damage caused to his personal possessions has caused him unnecessary distress.

Mr P has said he has been unable to use his second bedroom for some time and has said the loss of space would be the equivalent of £1,000 loss of rent. Whilst I can acknowledge the inconvenience Mr P has experienced due to his items being in his second bedroom, loss of rent isn't a loss Mr P has incurred. I've not seen any evidence Mr P has lost income due to having to store items in his second bedroom, or had any intention to rent out his property.

Mr P has kindly shared information about his health and how the stress of Ageas's actions has impacted treatment he received for his medical conditions. I acknowledge the distress Mr P has been caused, but I've not seen persuasive evidence the impact to his health and his treatment is due to Ageas's actions.

Overall, I think Ageas should pay Mr P £500 compensation. I think compensation of this amount fairly takes into consideration the considerable distress and inconvenience Mr P has been caused due to Ageas's errors and the time he has spent trying to put things right. I acknowledge this will be disappointing for Mr P as he believes much greater compensation is due, however I'm satisfied £500 compensation is fair in these circumstances.

My final decision

For the reasons I've outlined above, I uphold Mr P's complaint about Ageas Insurance Limited. I require it to:

- Arrange the repair to Mr P's cabinet, or pay Mr P the costs for a reasonable repair subject to Mr P providing it with the appropriate evidence of the repair costs. If the cabinet isn't repairable it needs to arrange replacement.
- Arrange an inspection of Mr P's storage heater and carry out necessary repairs. If the storage heater isn't repairable it needs to arrange replacement
- Pay Mr P a total of £500 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 26 May 2025.

Andrew Clarke
Ombudsman