

The complaint

Miss C complains about the way Ageas Insurance Limited (Ageas) handled a claim she made under her home insurance policy.

Miss C is being represented in this complaint, but as the policy belongs to Miss C and for ease, I've referred to her throughout.

What happened

At the end of 2022 Miss C became aware of an escape of water at a property she owned following the previous tenant moving out. She reported a claim to Ageas. Ageas accepted Miss C's claim and arranged for its suppliers to carry out stripping, drying and reinstatement works.

In February 2024 Miss C raised a complaint with Ageas. She said an unqualified contractor had removed gas heaters and failed to cap them off during the strip out of the property. She was also unhappy with the length of time the claim was taking.

On 27 March 2024 Ageas issued Miss C with a final response to her complaint. It said it felt Miss C's concerns about the gas heaters weren't taken as seriously as they should have been. It also said there had been some miscommunication about whether the damage to Miss C's property would be considered as one claim or two. It acknowledged there had been a lack of communication and progression throughout the claim. It offered Miss C £500 compensation as an apology.

In September 2024 Miss C raised a further complaint with Ageas as she was unhappy with the way the claim had been progressed. On 29 October 2024 Ageas issued Miss C with another final response. It said there had been some service failing and claim delays since it issued its previous final response and offered Miss C £150 compensation. Miss C didn't think this was reasonable and so referred her complaints to this Service.

Our investigator looked into things. He said he thought there had been at least five months of avoidable delays caused by Ageas but he thought the total of £650 compensation Ageas had offered was reasonable in the circumstances.

Miss C didn't agree with our investigator. She said Ageas had offered a cash settlement, but it should be repairing the property. She also said the compensation for delays still leaves her with a property that needs to be repaired.

As Miss C didn't agree with our investigator 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 Miss C's complaint in less detail than she's presented it. I've not commented on every point she 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 Miss C and Ageas I've read and considered everything that's been provided.

I also want to be clear about what I've considered as part of this decision. I've considered the actions of Ageas up to the date it issued Miss C with its final response dated 29 October 2024. I understand Miss C has raised issues which have occurred after this date, such as the cash settlement Ageas have offered. Miss C would need to raise this as a separate complaint and so I've not considered this as part of my decision.

I can see Miss C has also asked Ageas about loss of rent whilst her property is being repaired and Ageas said it would consider this once the repairs are complete. Therefore, I've not considered Miss C's claim for loss of rent as part of this decision

Ageas have acknowledged its contractor inappropriately removed gas heaters from Miss C's property. It has also acknowledged it has caused unreasonable delays and hasn't provided Miss C with appropriate communication throughout the claim. It has offered Miss C a total of £650 compensation and so I've considered whether this is reasonable to acknowledge the impact caused to Miss C.

I think it would have been distressing for Miss C to learn the gas heaters at the property had been removed by an unqualified tradesperson and hadn't been capped as they should have been. Thankfully there were no serious consequences to this, but I think Miss C has been caused distress knowing her property had been left in an unsafe condition.

Based on the evidence provided I think Ageas have caused a number of lengthy delays during Miss C's claim. Whilst I don't intend to list every delay Ageas have caused, I will highlight some of these lengthy delays.

Asbestos was identified in Miss C's property toward the end of February 2023 and so a specialist contractor was required to remove this. However, it took until the end of April 2023 before an estimate was received for this work and wasn't until the beginning of June 2023 that this was carried out. I don't think it should have taken around three months for this to be resolved. I can see Ageas were then waiting for its contractor to provide a scope of works for the strip out and drying of Miss C's property, but this still hadn't been received by the end of September 2023. This was a further unreasonable delay of three months with no progression on the claim.

Overall, I think there have been unreasonable delays of at least nine months during the period of Miss C's claim I've considered as part of this decision. I think this has caused Miss C distress as she's been left with a property in a state of disrepair for an extended period of time.

Ageas have also acknowledged it provided Miss C with miscommunication around whether the damage repaired would be considered as one claim or two. It originally told Miss C she would need to raise a second claim if she wanted all damage repaired, but later told her the damage could all be considered as one claim. I think this did cause a delay in Miss C's claim being progressed which would have caused her further frustration.

When deciding whether Ageas have offered Miss C reasonable compensation, I need to consider the impact its errors have had on Miss C specifically. I am only able to make awards of compensation to eligible complainants, which in this instance would be Miss C as the sole person insured under this policy.

Therefore, I think it's important to highlight Miss C has had a representative throughout her

claim and it's this representative who has been speaking with Ageas and dealing with the claim on Miss C's behalf. I think the actions of Miss C's representative have mitigated the impact Ageas's errors have had on Miss C specifically. For example, it was Miss C's representative who took the time to resolve the issue with the gas heaters, and has been chasing Ageas for updates on the claim. I've no doubt Miss C's representative has been caused distress and inconvenience due to Ageas's errors, but as he doesn't hold a contract with Ageas, I'm unable to make any awards to him.

I've also taken into consideration the property in question isn't Miss C's main residence, but rather a property she was renting out at the time the loss occurred. So, whilst I think Miss C has been caused distress due to Ageas's errors, given this is a property she owns, thankfully she hasn't had to move to alternative accommodation or remain in a property in a state of disrepair during this period.

Taking this all into consideration, I think the total of £650 compensation Ageas have offered is reasonable in the circumstances. I think compensation of this amount is reasonable to acknowledge the considerable distress and inconvenience Miss C has been caused due to Ageas's errors, and the unreasonable delays it has caused. Therefore, it should pay this compensation to Miss C if it hasn't done so already.

I know this will be disappointing for Miss C as she ultimately just wants her property repaired. However, for the reasons I've explained I think the compensation Ageas have offered is reasonable in the circumstances. As explained, if Miss C has experienced further issues with Ageas since it issued her with its final response of 27 October 2024, she would need to raise this as a separate complaint.

My final decision

Ageas Insurance Limited have already offered to pay Miss C a total of £650 compensation which I consider to be reasonable in the circumstances. Therefore, my final decision is that Ageas Insurance Limited should pay Miss C a total of £650 compensation if it hasn't done so already.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 11 July 2025.

Andrew Clarke
Ombudsman