

## **The complaint**

Mr A and Mrs K complain about how Ageas Insurance Limited ('Ageas') handled a claim they made on their home insurance policy.

Mr A has acted as the main representative during the claim and complaint process. So, for ease of reference, I will refer to any actions taken, or comments made, as those of "Mr A" throughout this decision.

## **What happened**

The following is intended as a summary of key events only.

Mr A held a home insurance policy underwritten by Ageas. He made a claim for damage in October 2023 following two storms – around a week apart. There were initially some concerns over whether the sum insured under the policy was adequate to cover the claim. And as Mr A's property was a listed building – the repair process was complicated by needing the involvement of a Conservation Officer.

Once these issues were resolved, however, Mr A continued to have concerns over alternative accommodation, the settlement of his contents claim, the removal of undamaged items, as well as delays in arranging drying out and reinstatement works, and a delay in progress in the Historic Building Consultant approving the scope of works. Unhappy with how the claim was being handled, Mr A raised a number of complaints, in July 2024, September 2024, and February 2025, respectively.

Across those complaints, Ageas upheld them and agreed there had been delays and service issues and awarded a total of £750 compensation to account for this. But Mr A remained unhappy with how Ageas were handling the claim and was also unhappy that they had deducted a sum of money from his contents claim to hold as a deposit while he was staying in alternative accommodation. So, he brought the complaint to this Service.

An Investigator looked at what happened and recommended that the complaint should be upheld. She said it was clear Ageas had caused delays in dealing with the claim and had caused distress and inconvenience to Mr A. She felt that they should pay an additional £400 compensation to account for this. But in relation to Ageas withholding a sum of money to cover the alternative accommodation deposit, she felt this was fair and in line with normal industry practice. Finally, she said as Mr A was still finalising various aspects of the claim with Ageas – she couldn't reasonably make a finding on those aspects of the claim.

Mr A disagreed with the Investigator's findings and said he didn't want to accept compensation as this could prejudice any future claim issues. And he said he was just looking for support from Ageas as his insurance provider in order to finalise the claim. He also said he'd raised a new complaint about a delay in having his replacement kitchen installed, despite Ageas having the quote for over six weeks.

Mr A 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 recognise that this has been a long, ongoing claim with numerous complaints raised over various issues Mr A is unhappy about. But I want to start by explaining 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 is not intended as a discourtesy to Mr A, but rather 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.

I also need to explain what period I will be considering as part of my decision. I appreciate Mr A has raised several complaints since this case originally came to this Service and he also now states that he has raised a complaint about the delay in having his replacement kitchen fitted.

However, I will only be considering the period between the original insured loss in October 2023, and the date Ageas issued their last final response in February 2025, which covered the initial claim delays, alternative accommodation, settlement of the contents claim, as well as the later delays due to the listed building status of the property. As such, while I appreciate the claim may still have outstanding issues, if Mr A remains unhappy with Ageas' handling of the claim going forwards, he would need to make a new complaint.

Ageas accepts that they didn't handle Mr A's claim as well as they should have done, and it's clear that there have been numerous delays in the progression of the claim. Ageas accepts they didn't communicate with Mr A as they should have done, and this led to Mr A having to seek regular claim updates. They also agree that there had been delays at the start of the claim in respect of the property's listed building status when the Conservation Officer was away from his role for a period of time. As such, I don't need to make an extended finding on whether or not Ageas acted unfairly here, because they've already confirmed they caused delays. Instead, I need to consider what the impact of those delays were and what steps they've taken to address this.

## **What was the impact**

I do appreciate Mr A has outlined that his concerns focus on the general handling of the claim and that he wanted to highlight where he felt Ageas had treated him unfairly. While I agree he has received service which falls short of what we'd usually expect from an insurer, it's important to note that this Service isn't the regulator – and we don't fine or punish a business or tell them how to handle a claim going forwards. Instead, we can look at the impact a businesses' actions had on their customer and award compensation to recognise that impact in a particular complaint. So, when deciding what amount would be fair, we need to consider how a customer was affected.

I recognise this claim has been ongoing for a considerable amount of time. Early on in this process, there were delays due to concerns over underinsurance. Looking at the claim notes, I can see this resolved within what I would consider to be a reasonable amount of time – and given this process was required in order to ensure the policy would provide cover for the claim, I don't think this was unreasonable.

In respect of delays caused by the fact that the property is a listed building, while I recognise this had the potential to happen in any event naturally, and the Conservation Officer being away from the office isn't something I can hold Ageas responsible for, I agree that Ageas could have been more proactive to avoid more delays and inconvenience to Mr A than necessary.

I can also see Mr A's contents claim took a long time to be concluded and Ageas took over finalising this part of the claim from the loss adjusters given the time it was taking. I haven't outlined the full history of this part of the claim; but I think there were some delays that weren't all due to Ageas' handling. For example, the insured event occurred in October 2023, but by August 2024 Ageas still hadn't been provided a full list of contents being claimed for. I can see Mr A has issues with completing the spreadsheet Ageas provided and other arrangements were made for Mr A to submit a list instead, which I would expect to see and agree is fair in the circumstances. Ageas agreed there had been delays during this aspect of the claim and paid compensation, which I will address in full shortly.

Another main issue for Mr A was the alternative accommodation offered by Ageas. Early on, there were concerns over the suitability of the locations offered, however I understand these have now been resolved and the outstanding issue is whether it's fair for Ageas to deduct a sum of money for the alternative accommodation's deposit. As the Investigator outlined previously, it's considered normal practice within the insurance industry for a business to use part of a customer's settlement to cover a deposit needed for alternative accommodation if the customer cannot pay it themselves.

This is because Mr A is the person responsible for keeping the property in a good condition, and any deposit would be returned to him if he did this. But if Ageas paid the deposit and there were issues with the way the rental property was kept and deductions were made by the owner, Ageas would have difficulty in challenging this as they weren't the tenant. So, I think Ageas has acted fairly here in retaining a sum from the settlement of the claim, and this can be returned at the end of the alternative accommodation period, provided there are no deductions to make.

### **Putting things right**

As I outlined earlier in this decision, I am only considering the period between the original insured loss in October 2023, and the date Ageas issued their last final response in February 2025 when considering what sum of compensation would be appropriate. When considering an award of compensation, I need to think about a customer's testimony and the impact to them, as well as the duration of the situation overall, what the business has done already, as well as applying this Service's approach to compensation awards.

I've no doubt the errors in Ageas' service would've caused Mr A some additional distress and inconvenience over and above a normal claim process. I can see the Investigator thought Ageas should pay an additional £400 on top of the £750 they had already offered across their final responses to the complaint, for a total of £1,150. Having thought about this complaint very carefully, as well as this Service's approach to compensation awards, I find that this total sum is slightly higher than what I would have awarded myself, but it is in line with what I would consider to be reasonable to recognise the impact of Ageas' actions on Mr A in respect of this particular complaint.

And as Ageas have already agreed to pay this sum in response to the Investigator's findings, I think this is a fair and reasonable conclusion to this case. So, Ageas' should pay a total of £1,150 compensation for distress and inconvenience, less any sums previously raised.

I appreciate this may not be the level of compensation Mr A had hoped for and that this may not fundamentally change matters for him, given his wider concerns over how the claim has been handled and Ageas' customer service. But I consider this to be in line with the level of compensation appropriate to these issues and the evidenced impact on him. And I'm satisfied it creates a fair and reasonable outcome in the particular circumstances of this complaint. I should also make it clear that accepting this amount doesn't prejudice Mr A from making further complaints if he remains unhappy with the claim beyond the period I have considered.

### **My final decision**

For the reasons given above, my final decision is that I uphold this complaint in part. I direct Ageas Insurance Limited to:

- Pay £1,150 compensation, less any sums previously raised.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A and Mrs K to accept or reject my decision before 22 July 2025.

Stephen Howard  
**Ombudsman**