

The complaint

Miss J complains about the level of service provided by Ageas Insurance Limited following an escape of water claim under a buildings insurance policy.

Reference to Ageas include its agents.

What happened

I issued a provisional decision on 30 May 2025. I set out the following:

“What I’ve provisionally 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.

In November 2023, Miss J had an escape of water – a leak from a washing machine – so she made a claim against her home insurance policy with Ageas. Ageas accepted the claim, agreed to undertake repairs and instructed contractors (“C1”). I find this was fair and reasonable as the policy entitled Miss J to repairs and its standard practice with a claim of this nature (a routine claim) for an insurer to instruct contractors from its network to undertake them.

Strip out and drying works were completed, as well as some preparation and repair work to the kitchen, but there was a lack of progress and some poor communication on the part of C1. Ultimately, in July 2024 the relationship had broken down between Miss J and C1, with Miss J complaining about the timeliness and quality of the repairs, as well as some poor behaviour (rudeness and unprofessionalism) on the part of C1, and C1 saying it found working with Miss J difficult.

I find it’s more likely than not the relationship breakdown was because of the actions of both parties. I say this because while it’s clear C1 could have provided a more appropriate level of service, the quality of repairs was satisfactory and Miss J’s relationship with the second contractors (“C2”) also seemingly broke down, as C2 also decided not to proceed with the remainder of the repairs. This suggests Miss J’s concerns over the quality of repairs may not have been fair and Miss J experiencing a breakdown in the relationship with two separate, unrelated contractors, is likely not a coincidence.

In any case, I find Ageas took Miss J’s concerns seriously and instructed C2 to take over. C2 reviewed the repairs undertaken by C1 and determined they were satisfactory. Miss J doesn’t agree with this assessment, but based on C2’s comments and photos, I am satisfied C1’s repairs were of satisfactory quality.

Rather than instruct a further contractor, which could have delayed matters further, and mindful the repairs were nearly complete, Ageas decided to settle the remainder of the claim for cash. I find this was fair and reasonable, in the specific circumstances, and ultimately, the policy allows it to. But I find it was unfair for Ageas

to limit its liability for this claim to what the final repairs would have cost it, because this will mean Miss J won't be fully indemnified for her loss.

It follows I intend to require Ageas to increase its cash settlement to what the final repairs will cost Miss J. Miss J has suggested the settlement should include a replacement kitchen. I don't find that's fair and reasonable as C2's report (and the photos) makes clear most of the kitchen is undamaged, and while I recognise Miss J's concerned about a loss of match, I don't find a full replacement kitchen is proportionate given the damaged area(s) is minor.

I'm not aware of any other costs Miss J has incurred, but I do recognise she's been caused some distress and inconvenience. As set out above, the repairs were delayed, there was some poor customer service and communication, Miss J said she took some time off work, she was living with a kitchen that was an eye-sore for longer than she should have been, and the claim still hasn't concluded over a year later. Ageas were also aware of Miss J's specific circumstances at the outset of this claim and ought to have handled this matter much better – and with a more appropriate level of customer service.

Miss J also told Ageas in May 2024 woodlice were getting into her kitchen, so she decided to eat at a relative's. She told our Service Ageas attended and carried out some repairs to mitigate the problem. The claim notes make no mention of these works. Ageas say C2, when reviewing the repairs, found no sign of woodlice. All things considered; I find it more likely than not Miss J did experience this issue, but not for the duration of the claim, given what she said regarding Ageas' repairs, which would have somewhat mitigated the overall impact on her.

In any case, I find compensation is appropriate. Ageas previously offered to pay Miss J £175 compensation. I find £750 compensation – in total – to be fair and reasonable in all the circumstances of this complaint.

To summarise:

- Ageas can cash settle the remainder of this claim, but at the cost to Miss J
- Ageas need not pay Miss J for a replacement kitchen; and
- Ageas should pay her £750 compensation (in total).

My provisional decision

My provisional decision is I uphold this complaint. I intend to require Ageas Insurance Limited to settle this matter in line with my instructions above."

Responses to my provisional decision

Ageas accepted my provisional decision, but Miss J didn't. She said she's still waiting for her kitchen to be put right despite reporting the claim in late 2023, and £750 compensation is unfair as it doesn't cover her lost earnings while taking time off work, nor the distress and inconvenience this matter has caused her.

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, while I acknowledge Miss J will be disappointed, I see no compelling reasons to deviate from the outcome I provisionally reached on 30 May 2025. I say this for the following key reasons.

Ageas' liability for this claim was limited to covering the costs of putting right the claim-related damage. I find its decision to cash settle the remainder of this claim to be a fair and reasonable one, for the reasons I mentioned above, but at the cost to Miss J, which means Miss J will be fairly indemnified. I maintain Ageas need not include a full replacement kitchen as part of the cash settlement, based on the findings (and photos) of C2. It follows I'll be directing Ageas to cash settle the remainder of this claim at the cost to Miss J.

Miss J says £750 compensation in total is inadequate due to the issues and having to take unpaid time off work. I note Ageas said appointments were missed due to previous, unrelated jobs, and transportation issues. And while, on the face of it, these appear to be outside its control, Ageas acknowledge communication around visits was poor which I agree with. But given the claim was agreed to be settled by repairs by Ageas' contractors, I find it more likely than not, on balance, Miss J would have been required, in any case, to accommodate contractors to carry out the works, which would have caused her inconvenience. So, while I've no doubt missed appointments, a lack of appropriate communication, and taking time off work would have added to Miss J's frustration, it follows I am not satisfied it would be fair and reasonable to require Ageas to compensate Miss J for the days she took off work.

I should explain that with any insurance claim, it's likely a policyholder will experience a level of inconvenience and disruption. As I set out previously, I find Ageas let Miss J down at times. It ought to have handled matters better, and with a more appropriate level of customer service. But I also find, while the kitchen was an eye-sore, with works ongoing, Miss J has said Ageas carried out some mitigation works (mentioned above), and as I understand it, she also had use of the rest of her property, which I think is fair to say would have somewhat mitigated the overall impact on her.

In concluding, because I find Ageas caused Miss J a considerable level of distress, significant inconvenience, and disruption – over and above what's naturally expected following a claim of this nature – it follows I find £750 compensation (in total) to be fair, reasonable, and proportionate, in the specific circumstances of this complaint.

I accept my decision will disappoint Miss J. But it ends what we – in attempting to informally resolve her dispute with Ageas – can do for her.

Putting things right

For the reasons I've given above, I now require Ageas Insurance Limited to:

- Cash settle the remainder of this claim, but at the cost to Miss J; and
- Pay Miss J £750 compensation (in total) for the distress and inconvenience caused.

My final decision

My final decision is I uphold this complaint. I now require Ageas Insurance Limited to put matters right in line with my instructions above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss J to accept or

reject my decision before 16 July 2025.

Liam Hickey
Ombudsman