

## **The complaint**

Mr and Mrs L complain about the handling of their home insurance (buildings and contents) claim by Ageas Insurance Limited ('Ageas').

Much of Mr and Mrs L's unhappiness is directed at various agents that acted on behalf of Ageas. As Ageas have accepted responsibility for their agents' actions, any reference to Ageas in my decision should be interpreted as also covering the actions of their appointed agents.

Mr and Mrs L are represented in this complaint by a third party. That agent also dealt with the claim on their behalf. Any reference to Mr and Mrs L in my decision includes any action or communication carried out with their authority by that agent.

## **What happened**

The background to this complaint is well known to Mr and Mrs L and Ageas. Rather than repeat in detail what's already known to both parties, in my decision I'll focus mainly on giving the reasons for reaching the outcome that I have.

Following a fire at their property in early 2024, Mr and Mrs L made a claim under their home insurance policy. Mr and Mrs L had another insurance policy too. Mr and Mrs L appointed their own loss assessor. In July 2024, a complaint was raised about the progression of the claim and the service provided. Ageas didn't uphold the complaint.

Remaining unhappy, Mr and Mrs L referred their complaint to our Service for an independent review. Our Investigator considered the complaint but didn't recommend that it be upheld. As the dispute remains unresolved, the complaint was then referred to me for a decision. I recently sent both parties a copy of my provisional, intended findings and as the deadline for responses has now passed, I've considered the complaint for a final decision.

## **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.

Our Service is an alternative, informal dispute resolution service. Although I may not address every point raised as part of this complaint - I have considered them. This is particularly relevant in this complaint given the large volume of correspondence between both parties.

I've commented on what I consider to be the material issues in this complaint. This isn't intended as a discourtesy to either party – it simply reflects the informal nature of our Service.

Mrs L provided a detailed response to the provisional decision, but her comments don't materially change the outcome I'd previously set out. I won't add further comments to those issues I've already made findings on, but will add the below detail:

- I'm only considering the actions of Ageas here, not the other insurer that Mr and Mrs L had a policy with, or the actions of Mr and Mrs L's loss assessor.
- I did not find that the actions of leaving the bird and ferret cages caused the pest infestation. Instead, I found that no evidence had been submitted by Mr and Mrs L that they or their agents took reasonable mitigation steps to prevent further damage.
- Mrs L has referred to Ageas taking a 'dislike' to their appointed agent. The evidence I've seen doesn't support that and instead I find that Ageas delivered a reasonable level of service when communicating with that agent and trying to move the claim forward.

Overall, I'm sorry to hear again of the impact of this claim on Mr and Mrs L and their family, but I find no fair or reasonable reason to deviate from my earlier findings and they form the basis of this, my final decision.

### *The scope of my decision*

I'm not considering the actions of Mr and Mrs L's appointed loss assessor. If Mr and Mrs L have any dissatisfaction about them, they need to first raise that with the loss assessor. I'm also not considering any dispute about council tax or alternative accommodation.

This decision will only consider events up until the date of the final response letter ('FRL') – 3 October 2024. Any further dissatisfaction that has occurred since that date would need to be raised with Ageas before our Service could investigate those issues. For example, further evidence or reports that took place after the FRL date won't be considered in this decision.

### *My key findings*

I'm sorry to hear of the impact of this fire and subsequent claim on Mr and Mrs L.

In an email to Mr and Mrs L's agent dated 31 July 2024, Ageas said:

*"...there is a clash between [Ageas'] need to validate the claim and your client's wish to progress the claim with her own nominated contractors".*

I find this to be a fair summary of the issues in this complaint.

- Ageas were entitled to carry out reasonable claim validation for both the buildings and contents parts of this claim. This is in line with the relevant policy terms and normal industry practice following this type of insurance claim. With any claim of this nature, a certain level of inconvenience will arise. This will have taken time and multiple visits to the property, but I'm satisfied these validation actions were carried out in good faith and not to avoidably delay the claim.

As an example; Ageas challenged the scope of buildings works provided by Mr and Mrs L. I find their challenge to be fair and reasonable.

I find Ageas raised reasonable concerns about the scope of contents affected I also find it fair that Ageas argued many items weren't needing replacement and could be cleaned. Claim validation is a normal part of an insurance claim process – particularly given the relatively large value of contents being claimed for in this claim.

- There were further delays to claim validation caused by rats and fleas at the property. I don't agree with Mr and Mrs L that Ageas' actions in the time taken for claim

validation caused further damage to their property – because I don't find that there were unreasonable delays which Ageas are responsible for.

I note that Mr and Mrs L haven't provided anything other than testimony to demonstrate that they (or their agent) took reasonable mitigation steps to prevent further damage to their property. For example – the evidence shows ineffective mouse traps being set when the property was being affected by much more damaging and invasive rats.

If Mr and Mrs L appointed a further agent to handle loss mitigation and that mitigation was poor, ineffective or caused them further loss - there may be scope to make a complaint against that agent. But in summary, I don't find that Ageas are responsible for further damage to Mr and Mrs L's property and contents following notification of the claim.

- There were also issues with a series of appointments that couldn't take place because of the presence of vermin and (seemingly) friction between Ageas' agents and those appointed by Mr and Mrs L. For example, a standoff developed between Mr and Mrs L's agent and Ageas about responsibility for addressing the flea infestation. It was positive that Ageas agreed to cover this cost and offset it against any future claim settlement.

As another example, emails between Ageas and their agent dated 17 July 2014 refer to access not being provided for cleaning: *"We have had to cancel the test planned clean today because access was denied."* It appears the cleaning eventually occurred, after the date of the relevant final response letter in October 2024.

Overall, it's clear that this claim hasn't progressed as smoothly as either party would've liked. But on balance, I find that the delays that Ageas are responsible for aren't poor to the extent that compensation would be fair, reasonable or appropriate for that reason.

My decision ends our Service's involvement in trying to informally resolve this part of the dispute between Mr and Mrs L and Ageas and I note Mr and Mrs L's agent has referred to logging new complaints in an email dated 10 April 2025.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs L to accept or reject my decision before 30 July 2025.

Daniel O'Shea  
**Ombudsman**