

The complaint

Mrs D complains about how Ageas Insurance Limited ('Ageas') handled a claim made on her home insurance policy, including delays throughout the claim.

References to Ageas include agents acting on its behalf.

What happened

In December 2021, Mrs D discovered damage to her home caused by an escape of water.

Mrs D submitted her claim in March 2022 and shortly after Ageas instructed a loss adjuster to investigate. Following their inspection, the loss adjuster found that strip out works and drying would be required before restoration work could begin, and that Mrs D would likely need to move into alternative accommodation as the restoration works would leave her without any cooking facilities.

The possibility of a temporary kitchen (or 'kitchen pod') being installed was considered, but deemed unviable. So, Ageas began searching for alternative accommodation.

By April 2023, although some options had been offered, Mrs D was still not in alternative accommodation, which prevented any progress on her claim. Mrs D complained about delays on the claim, and Ageas provided a final response to this on 22 April 2023. It said some delays were caused as its adjuster was awaiting responses from Mrs and although it had searched for suitable alternative accommodation, Mrs D had rejected all options offered because she found them unsuitable. So, it said it could either settle the claim by paying a cash settlement, or Mrs D could search for her own alternative accommodation.

Ageas, however, continued to look for alternative accommodation options after this final response, but there continued to be delays. So, Mrs D made another complaint. Ageas provided a final response to this complaint on 30 August 2023.

It said it couldn't progress the claim until the property was vacated and that it had provided Mrs D with alternative accommodation options on 16 August 2023 which were refused. It also said it couldn't provide a timescale as to how long the repair work would take until the property was cleared of contents to allow for a full assessment of the damage.

In September 2023, a rental property was found which Mrs D found suitable and Ageas paid for a tenancy to run from 9 September 2023 to 8 June 2024. However, Mrs D didn't initially move into this property because a dispute arose over how much energy the property was using.

This dispute was ultimately resolved in January 2024 when Ageas decided to settle the outstanding energy bill, and Mrs D moved into the property on 15 January 2024. Following this, Ageas began the strip out works and drying at Mrs D's home.

Concerned that the restoration work may take longer than her tenancy in the alternative accommodation was due to last, Mrs D made another complaint.

The drying of the property was subsequently completed in May 2024, but Ageas couldn't secure any extension for the rental property. So, Mrs D moved into a hotel for two weeks in June 2024, following which she moved into another hotel afterwards for a longer stay. Around this time, a repair contractor was appointed by Ageas and a scope of works was agreed.

The repairs commenced in July 2024 but the relationship between the repairer, and Mrs D's representative (who I'll call 'Mr D') who was acting on her behalf by this point broke down resulting in the repair contractor withdrawing. It was also alleged by Mr D that the repairer caused damage to walls in Mrs D's home.

Several options were offered to complete the outstanding repairs, including again the option of a cash settlement. But Mr D chose for Ageas to find another contractor to complete the repairs.

Ageas provided another final response on 17 September 2024. It acknowledged there was a delay in Mrs D moving into the alternative accommodation, but said the energy supplier had confirmed the usage at the property was correct. Regardless, it had agreed to raise payment to the energy supplier to settle the balance. It didn't agree that its repair contractor had caused damage to the walls and said its loss adjuster had attended the property and found the repairs were to a satisfactory quality and there was no damage caused by removal of wallpaper.

It also confirmed that a new repair contractor had been instructed, and that Mrs D had moved into a local hotel until the completion of the works. Lastly, it acknowledged that Mr D had requested payment of council tax at the alternative accommodation address, but said it was still awaiting a statement from him to consider this.

Following this, a further complaint was raised by Mrs D about the quality of repairs carried out by the new contractor.

Our investigator said he would only consider events up to the final response of 17 September 2024 and Mrs D would need to make a new complaint directly to Ageas about any issues after this. And, after considering the events up to the date of this final response, he didn't find that Ageas had caused any unreasonable avoidable delays. In summary, the investigator said:

- The incident happened on 1 December 2021 but Mrs D didn't report it until March 2022.
- After the loss adjuster attended in March 2022, Mrs D was unwell and in hospital so the claim was put on hold until September 2022, which he didn't think was an unfair delay.
- He thought that it was reasonably necessary for Mrs D to move into alternative accommodation for the claim to progress, but he thought reasonable attempts had been made by Ageas to source suitable alternative accommodation and it was not unfair for Ageas to suggest Mrs D source her own alternative accommodation. Additionally, he didn't agree all the alternative accommodation options offered were unreasonable.
- Once an agreed rental property was found, he didn't think the delay in Mrs D moving into the property until January 2024 was Ageas's fault because this was due to the

dispute about the energy costs and as such wasn't an error or caused by Ageas. Additionally, he thought if Mrs D could still have moved in and disputed the energy costs later.

- Once repairs began, he didn't think there were any avoidable delays Ageas caused

Mr D, replying on behalf of Mrs D, didn't agree. So, the complaint was referred to me to decide.

I issued a provisional decision upholding the complaint in part, and I said:

"I should start by saying while I've read and considered everything Mrs D and Ageas have provided, I won't be commenting on every point made. I'll instead concentrate on what I consider are the key points I need to think about for me to reach a fair and reasonable decision. This isn't meant as a discourtesy to either party, but instead reflects the informal nature of this Service.

I'll only be considering the events up to the final response of 17 September 2024. This is because under our rules, before this Service can consider a complaint, the respondent business must first be given an opportunity to put things right. So, if Mrs D is dissatisfied with anything which has happened after the 17 September 2024, she can raise that with Ageas as a new complaint and if she remains dissatisfied after receiving its final response, or if no final response is provided after eight weeks from the date of making a new complaint, she can refer the matter to us to be looked at as a separate complaint.

Having reviewed the submissions from Mrs D and Ageas I can see that this has been a long running claim and acknowledge that at numerous points throughout the claim Mrs D expressed dissatisfaction about the progress made on the claim. Ageas provided three final responses, but it disputed causing any avoidable delays.

So, I've considered if the evidence shows if, on balance, there were any avoidable delays which were caused by Ageas.

According to Ageas, the damage itself was first discovered by Mrs D on 1 December 2021, but she didn't contact it to make a claim until March 2022. Mrs D says though, that the incident happened on 21 December 2021 and that she contacted Ageas in December 2021 to ask for a claim form, but didn't receive one until February 2022.

Mrs D has provided excerpts of emails she received on 28 December 2021, 30 December 2021 and 29 January 2022 which I think shows she did try to make the claim earlier than indicated by Ageas but wasn't provided details of where to find a claim form until 4 February 2022.

I don't think it should have taken this long to provide Mrs D with this information, and bearing in mind Mrs D is vulnerable and may have needed help to make her claim, I think this likely caused an avoidable delay in the claim being set up.

Ageas instructed a loss adjuster in March 2022, but following their initial inspection, Mrs D wrote to Ageas on 11 June 2022 to say it had been nine weeks since the adjuster's initial inspection and she hadn't received any further update. From the evidence provided, it's unclear to me what was happening between the date of the adjuster's inspection and this email from Mrs D.

Ageas said Mrs D would need to vacate her home for the restoration work to commence and for it to complete a full assessment and gauge the full extent of the damage and hence how

long the repairs would likely take. It justified the need for alternative accommodation by saying that once work commenced there would be no cooking facilities at the property and a temporary kitchen wasn't a viable option.

So, I think there was a reasonable basis for why alternative accommodation was needed, and why the claim couldn't commence until Mrs D moved out of the property. But a substantial amount of time elapsed until Mrs D was offered an accommodation option which she found suitable.

Generally, there'll be a need for some compromise regarding the alternative accommodation an insurer can provide and the range of options which may be available can vary from place to place. So, what an insurer can feasibly provide will be limited by market availability and as such, it won't always be possible for something to be provided which matches a consumer's ideal preferences.

That said, an insurer should take into consideration reasonable needs which a consumer may have such as the distance from friends and family and any disabilities or medical conditions they may have.

Mrs D's requirements were for a property which was furnished, within 5 miles of her home and close to amenities such as a doctor and her friends. With the exception of a property being furnished, which Ageas had said could be remedied by a furniture pack being provided, I don't think these were unreasonable requirements considering Mrs D's health problems.

However, Ageas also said that Mrs D expressed the need for a walk-in shower. Which I do not think was reasonable given that Mrs D's own home didn't contain one. And I can see from the claim notes it was recorded it was a struggle to find a property with a walk-in shower. So, potentially Mrs D limited the options by making this request.

In April 2023, Mrs D said she had only been offered three options in the space of six months, two of which were unsuitable because of how far away they were. Although I acknowledge Mrs D's requirements may have limited the available options, but it was also noted Mrs D didn't live in a remote area. So, only three offers seems like a very low number of properties for Mrs D to have been offered considering the time involved.

Our investigator asked Ageas to provide evidence of how many alternative accommodation options Mrs D was offered. Ageas provided a copy of the file from the company instructed to carry out the search for alternative accommodation, and I acknowledge it shows Mrs D rejected several options, but I'm also not persuaded it shows a thorough search was conducted as the number of properties which were offered for the time involved was small.

In addition to which, the timeline contained in this file shows the adjuster was made aware of this company was struggling to find alternative accommodation on 29 November 2022 and then a gap in activity until 6 June 2023 when it was asked to open a hotel search. I understand that Mrs D was in hospital for a period of time but contacted Ageas again in September 2022 to resume the claim.

On 30 May 2023, Mrs D sent a list of properties to Ageas she had found herself and while one option was considered and available, it couldn't be booked by the company instructed to find alternative accommodation "due to not being a part of their trusted supply chain or being able to meet their due diligence checks". The adjuster contacted Mr D to update him on this and said if he could confirm the cost of the property, he could request payment from Ageas to allow him to book the property. But I can't see that any response was provided to this.

Ultimately, I think there likely were challenges reasonably involved in locating a property matching Mrs D's needs, and I think that unavoidably likely contributed to the length of time it took to find suitable alternative accommodation. I think Mrs D's requirements were mostly reasonable except for requiring a furnished property – given that a furniture pack could be provided – and for the property to contain a walk-in shower – given that Mrs D didn't already have one.

But given the apparent low number of properties which were offered in the timeframe involved, I'm not persuaded Ageas has shown it did all it reasonably could to find a suitable property, so I think that likely caused delay as well.

When a property was found in September 2023, Mrs D wouldn't initially move into it because of a dispute around the energy usage of the property. This was resolved when Ageas decided to pay the outstanding energy bill, but it did this to progress the claim rather than because it accepted there was an issue with the energy usage. Because of this dispute, Mrs D didn't move into the property until after Ageas settled this bill in January 2024. But I don't find Ageas were at fault for this delay because I don't think it reasonably could have foreseen this dispute would arise or that it was necessary for Mrs D to delay moving into the alternative accommodation because of this dispute.

Between January 2024 and May 2024 strip out works and drying was being carried out at Mrs D's home while she was living in the alternative accommodation. The drying was subsequently completed at the end up May 2024 and, although I acknowledge Mrs D was concerned around the tenancy ending at her alternative accommodation, I don't think there were any avoidable delays during this period.

Mrs D moved into a hotel after the tenancy ended for the rental property, and I understand additional strip out works were needed at her home. Following this, a repair contractor was appointed, a scope of works was agreed, and rectification work commenced on 1 July 2024. However, shortly after this, Mr D asked for the contractor to be removed, alleging that they had caused damage to walls.

I can see that there was a stated preference for the rectification work to the kitchen to remodel it and place improved fitting in the kitchen, but Ageas were only required to reinstate the kitchen to the condition it was prior to the loss, not to improve it. So, I don't find it at fault for any delays caused by any improvements on the scope of works being sought.

Regarding the quality of work carried out by the first contractor, Ageas said its loss adjuster had inspected the work and found it to be of satisfactory quality, and that the photos Mr D provided weren't representative of the work because some of these were of walls behind kitchen units rather than the lounge. While I've considered Mr D's comments, on balance, I don't think there is sufficient evidence for me to find the repair contractor caused damage to the walls.

It may be helpful if I say here that it isn't the role of this Service to fine or punish a business when something has gone wrong, nor is that something we seek to do. This claim wasn't without its complexities, and as I've set out, there are aspects of it where I don't think that Ageas has acted unfairly. Due to the nature of the loss, and the work required to rectify it, I think Mrs D would unavoidably have been caused disruption and the claim would have taken considerable time to resolve.

With that said, it took just over two and a half years for the repair work to begin. And a substantial amount of that time was due to how long it took for an alternative accommodation property being found which met Mrs D's requirements.

I'm not persuaded that Ageas has shown there weren't avoidable delays at some points in this claim, or that it did all it reasonably could to locate suitable alternative accommodation options. And I think that likely has increased the duration of the claim and caused Mrs D distress and inconvenience.

I've considered what Ageas should do to put this right. And considering Mrs D's personal circumstances, the extent of the delays, and the impact caused, I find £500 compensation to be a fair and reasonable amount which is in line with our award levels. So, I'm intending to uphold this complaint in part and to require Ageas to pay Mrs D £500 for the distress and inconvenience caused by its handling of the claim."

Ageas replied accepting the provisional decision. Mr D replied on behalf of Mrs D with some additional comments, and in summary he said:

- Ageas didn't resolve the issue with the energy supplier and he is still chasing Ageas for £405 owed to the energy supplier. In addition to which, he doesn't agree Mrs D shouldn't have delayed moving in due to the energy dispute.
- Mrs D never requested a property with a walk-in shower.
- The loss adjuster was difficult to contact and unresponsive, which contributed to delays.
- The walls were damaged by the repair contractors and required a plaster skim on the lounge walls and replacement of pieces of plasterboard in the kitchen to put right.
- Mrs D suffers from health problems and experienced a lot of stress due to how the claim was handled.

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've considered Mr D's response but having done so, I've reached the same overall position as I did in my provisional decision. Again, I won't comment on each and every point but will concentrate here on what I consider are the key points in his response for me to make a fair and reasonable decision.

With regards to the energy costs, I can only consider the actions of Ageas, I can't consider the actions of the energy supplier. Mr D said that there was a bill due before Mrs D moved into the alternative accommodation and that it is difficult to reclaim money. But I don't think this reasonably prevented Mrs D from being able to move into the alternative accommodation as I still think the amount could reasonably have been disputed after moving in. Ultimately, this caused a delay of around three months on the claim.

I acknowledge Mr D's comment about chasing Ageas for £405 of energy costs. I think this is separate to the balance which was charged prior to Mrs D moving in and settled by Ageas. I can see that Mr D wrote to the loss adjuster in July 2024 saying there was a final energy bill of £405.43 due and he requested a further cheque of £37.74 be sent saying that a cheque had been received for £457.69.

But this energy bill wasn't commented on by Ageas in its final response of 17 September 2024 and it doesn't look like a complaint was made to Ageas prior to this final

response about the energy bill. So, I won't be making a finding about that here and if Mrs D believes there is still an outstanding amount Ageas need to pay in relation to the energy costs, she will in the first instance need to make a new complaint directly to Ageas.

I've considered Mr D's comment that Mrs D never requested a property with a walk-in shower, and I've reviewed again the evidence relating to this.

The claim notes Ageas provided show it spoke to the loss adjuster on 16 February 2023 and the loss adjuster informed it that the business instructed to search for alternative accommodation were struggling to find somewhere and that Mrs D had requested somewhere within 5 miles, furnished and with a walk-in shower.

But I can't see anything directly from Mrs D showing she specifically requested a property with a walk-in shower, or that she rejected any property for the lack of one. Mrs D wrote to the loss adjuster in March 2023 and said at that time her requirements were a furnished property within five miles of her home and close to amenities such as doctors and friends due to her health. So, I don't think Mrs D potentially limited the search by asking for a property with a walk-in shower.

However, in weighing up the evidence I already found in my provisional decision that there were a range of different factors aside from the shower which complicated the search for alternative accommodation, but nevertheless found Ageas had likely caused a delay due to finding it hadn't shown it had done all it reasonably could to source a suitable property for Mrs D.

I acknowledge Mr D's comments about the damage he says was caused by the contractors to the property, and I've considered the evidence and comments provided in relation to this. But I still find that Ageas reasonably looked into the allegation of damage to the walls, and on balance, I still don't think there is enough evidence to show damage was caused.

Lastly, I acknowledge Mr D's comments about the difficulties in contacting the loss adjuster and Mrs D's health. But in reaching my provisional decision I have already considered these factors and don't find there to be any new information here which I haven't already taken into account in reaching my decision on the level of service provided by Ageas and the impact caused to Mrs D.

So, for the reasons set out here, and in my provisional decision, my final decision is to uphold this complaint and to require Ageas to compensate Mrs D £500 for the distress and inconvenience it caused to her through its handling of the claim.

Putting things right

I require Ageas to pay Mrs D £500 compensation for the distress and inconvenience caused by its handling of her claim.

My final decision

I uphold this complaint in part and I require Ageas Insurance Limited to carry out what I've set out in the 'Putting things right' section of this decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 13 August 2025.

Daniel Tinkler

Ombudsman