

The complaint

Mr D is unhappy with the service provided by Ageas Insurance Limited (Ageas) following a claim made on his home insurance policy for damage to his fence.

Ageas is the underwriter of this policy. Part of this complaint concerns the actions of third parties instructed on the claim. Ageas has accepted that it is accountable for the actions of third parties instructed by it. In my decision, any reference to Ageas includes the actions of any third party instructed by Ageas during Mr D's claim.

What happened

In August 2022 Mr D contacted Ageas to notify it of a crack he'd noticed in one of the bedrooms. The facts of the claim are well-known to both parties. So, I haven't repeated them in detail here.

To summarise, a claim for subsidence was accepted. Ageas instructed one of its contractors to manage the claim. It was established that vegetation was responsible for the subsidence damage. As part of the scope of repairs needed, it was agreed that 'Supply and install sufficient fencing to secure boundary / provide screening where H3 removed' would be included in any remedial work.

Ageas arranged for fencing to be put up. Mr D complained about the quality of repairs saying there were issues with the levelling, spacing, and technical design of the fence. Mr D sent photos to Ageas to consider, asking for the fence to be repaired again to a reasonable standard. Mr D provided a quote to complete the repairs from a local contractor for £4,406.15 including VAT.

Ageas said it had already paid £900 for repair of the fence. So, it deducted this amount from Mr D's quote, leaving £3,506. Ageas agreed to cover 50% of this amount. So, agreed to pay Mr D £1,753 in settlement of his complaint about repairs to the fence.

Mr D wasn't happy with this offer and brought his complaint to this Service. The Investigator considered the evidence and said Ageas must do more to put things right. The Investigator said Ageas should pay for the full cost of repairs to the fence in line with Mr D's quote for £4,406.15, and compensation of £150 to reflect the inconvenience caused to Mr D. Ageas didn't agree with the Investigator's findings. As the complaint couldn't be resolved, it has been passed to me for decision.

I issued a provisional decision on Mr D's complaint. This is what I said about what I'd 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'd like to reassure the parties that although I've only summarised the background to this complaint, so not everything that has happened or been argued is set out above, I've read and considered everything that has been provided.

When we investigate a complaint about an insurer's decision on a claim, our role is to consider whether the insurer handled the claim in a fair and reasonable manner. So, I've considered the evidence to determine whether Ageas has acted fairly and reasonably in its decision to offer partial payment for the fencing in Mr D's property.

I recognise Mr D's strength in feeling on this matter. It's not disputed that Mr D's property didn't include fencing in the area in question when the subsidence claim was made. But as part of the repair schedule, the hedge lining the garden of Mr D's property had to be removed. Because of this, Mr D's property lost the benefit of additional privacy that was in place with the hedge being at the height that it was. The purpose of the fencing was to provide 'sufficient fencing to secure boundary / provide screening where H3 removed'.

Mr D has sent images of the repairs he had completed himself more recently. I've considered these images against the work Ageas's approved contractor completed. And on balance, I'm not persuaded it would be fair and reasonable in the circumstances to ask Ageas to do more to put things right. I'll explain why.

The primary purpose of including fencing in the scope of work was to secure the boundary of Mr D's property and provide screening which had been lost by the removal of the hedge. I accept that the fence work was left incomplete the first time Ageas's approved contractor attended. The reason for this was because the contractor ran out of material. But Mr D's concerns were more far-reaching than the fence not being completed. Mr D's concerns were surrounding the entire construction; Mr D felt the fence posts had been set at different heights, and this had impacted the panels themselves which weren't evenly set.

I recognise Mr D didn't think Ageas's contractor had completed a good job of building the fence. And Mr D provided Ageas with extensive feedback on how the fence ought to have been constructed to ensure a more even finish. I've reviewed Mr D's comments on how the fence should've been constructed, and what this would've achieved. But having considered the work Ageas did in putting up the fence, together with what we'd expect a policy like Mr D's to cover, I'm persuaded its actions were overall fair and reasonable.

I say this because the method of construction might not have been what Mr D was hoping for. But the fence achieved the purpose of securing the boundary to Mr D's property and providing privacy in place of the hedge. I've also compared the fence Ageas's contractor put up, to the fence Mr D put in place more recently. And having considered the photos of both fences, I don't agree there is any material difference in what has been achieved. At least not to the extent that would warrant asking Ageas to cover the full difference in cost.

I say this because Ageas's expert highlighted concerns with the location where the fence was being built, including things like the slope of the road, and roots and obstructions below the ground. This was the reason Ageas's contractor elected to keep the same length panels. This meant that the fence poles were set slightly higher to accommodate the same length panels. I can see why Mr D took issue with this- highlighting aesthetic challenges in building the fence this way.

But looking at the construction of the fence by Mr D's own contractor, I don't agree that the actual construction of the fence provides any better support, structure, or security than the fence Ageas's contractor put in place. This fence also appears to have some slopes and gaps- likely because of the same challenges faced by Ageas's own contractor when putting up the fence the first time.

I've considered what we'd expect Ageas to do in the circumstances. It's evident removal of the hedge would've left Mr D's property exposed in a way that it wasn't before. So, Ageas

agreed to address this by including a fence in the scope of work. The purpose of the fence was to secure Mr D's boundary and provide screening. Having considered the fence constructed by Ageas's contractor, I'm satisfied it did this.

Ageas offered Mr D an additional £1,753 in settlement of his complaint about repairs to the fence. This amount was in recognition of Mr D's concerns about how it had been constructed, and other options that were not explored. It's accepted that there were other methods of construction that were open to Ageas's contractor to employ when putting up Mr D's fence. But that doesn't make the fence Ageas's contractor put up wrong or unsafe.

My provisional decision

I'm minded to say Ageas's offer to put things right by paying an additional £1,753 towards the cost of Mr D's invoice is fair and reasonable. It's for Mr D to decide whether to accept this.

The responses to my provisional decision

I invited both Mr D and Ageas to respond to my provisional decision. Ageas accepted the provisional decision. Mr D didn't accept the provisional decision, citing his reasons for why Ageas needs to do more to put things right.

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 carefully considered all the points raised by Mr D. I've focused my comments on what I think is relevant. If I haven't commented on any specific point it's because I don't believe it's affected what I think is the right outcome.

Mr D says as a customer of Ageas he has '*the right to determine within reason how the finished fence would look and also to some degree the method of construction*'. I accept we'd expect a business to consider the preferences of a customer when completing repairs. I also recognise that the fence in question wasn't part of the scope itself in respect of being incident related damage, but Ageas had agreed to undertake this work for the purpose of providing '*fencing to secure boundary / provide screening*.'

I understand Mr D thinks Ageas could've achieved this objective differently, using other methods of construction, which he says would've resulted in a more lasting and effective finish. But I haven't seen any evidence to suggest that the work Ageas did was defective or wrong. I recognise Mr D doesn't accept this, or agree with it. But based on the evidence, I'm satisfied Ageas did enough to meet the policy terms, and the work was in line with we'd expect in the circumstances.

I note Mr D's strength in feeling on this matter. I've carefully considered Mr D's submissions. But I don't think these comments materially change the outcome of Mr D's complaint. I'm satisfied my provisional decision set out the crux of Mr D's complaint and why Ageas's offer to put things right is fair and reasonable. So, I won't be asking Ageas to do anything differently to what I've already said.

My final decision

Ageas's offer to put things right by paying an additional £1,753 towards the cost of Mr D's invoice is fair and reasonable. It's for Mr D to decide whether to accept this.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 3 September 2025.

Neeta Karelia
Ombudsman