

## **The complaint**

Mr C complains that Ageas Insurance Limited ('Ageas') caused damage to his driveway while it was dealing with repairs which followed a claim on his home insurance policy.

## **What happened**

In March 2025 while repairs were being carried out by Ageas connected to a claim Mr C had made on his home insurance policy, a skip was placed on his drive without protection.

Mr C complained to Ageas that this had damaged the driveway. Ageas arranged for a clean to be carried out, but this failed to restore the drive. So, Ageas agreed to cover the cost of replacing the driveway in full. Ageas confirmed this to Mr C in a final response to his complaint which it was sent to him on 11 April 2025, saying contractors would be in touch with him shortly to arrange a start date.

Following this, Mr C says someone turned up to his home unannounced with the intention to start work on his driveway. However, the work did not commence.

After Mr C brought his complaint to us, Ageas said the contractors who had been arranged to carry out the work had now withdrawn their services and due to this Ageas was now considering if a cash settlement was the only viable option.

Mr C also complained about an issue relating to CCTV being reconnected at his home. In a previous complaint he had brought to this Service, another ombudsman provided a final decision which required Ageas to arrange for Mr C's CCTV to be connected to his TV. Mr C complained this wasn't done and Ageas provided a final response on 6 March 2025 saying it hadn't been able to complete this work because Mr C hadn't yet replaced his original TV. So, it asked Mr C to let it know once he'd replaced the TV and it would arrange the work.

One of our investigators considered the complaint and found Ageas had provided a fair and reasonable response. In summary, she said:

- The evidence Ageas provided showed it had informed Mr C in advance that a contractor would be attending to repair his driveway, and she thought Ageas had provided reasonable reassurance the work would be completed by someone competent.
- It was fair and reasonable for Ageas to settle the claim for the driveway by paying Mr C a cash settlement as Mr C had lost faith in Ageas's ability to appoint suitable contractors and a cash settlement would allow him to make his own arrangements.
- The contractors Ageas were going to use to fix the driveway were also going to reconnect the CCTV, but since they had withdrawn, Ageas had agreed to reimburse Mr C the cost of this work on receipt of a quote. The investigator found this a fair way to resolve this issue.

Because Mr C didn't agree, the complaint was referred 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.

Having done so, I find that Ageas has already offered to resolve this complaint in a fair and reasonable way. So, I won't be asking it to do anything more than this. I'll explain why.

Mr C says when he reported the issue with the driveway to Ageas, it asked him to set up a new claim and said he'd need to pay a £600 excess. Ageas disputes this though, and it said in its final response Mr C was told it would be better to deal with the driveway issue as part of his existing claim.

I haven't been provided a recording of this conversation. So I'm not able to verify what was discussed. But in any event, I don't think there was any detriment to Mr C because I've seen nothing to show Ageas didn't deal with the issue as part of the existing claim, or that it charged Mr C another excess payment solely for the driveway issue.

Mr C says a contractor showed up unannounced. But I think Ageas has provided evidence it told Mr C what would be happening. It said in the April 2025 final response contractors would be in touch with Mr C shortly to carry out the work to his driveway. Ageas has also provided a copy of an email it sent to Mr C in April 2025 informing him the work would be carried out from 21 May 2025 to 28 May 2025.

Ageas tried to carry out the repair work to the driveway, but this didn't go ahead when its contractor attended.

Ageas said this happened because Mr C cited concerns with the contractor's qualifications and didn't allow the work to proceed. Mr C disputes this and says he didn't refuse anything and instead informed the contractor he hadn't yet received any determination from our Service about his complaint regarding the driveway.

However, Mr C ultimately said after raising concerns with the contractor about their plans for the work and access arrangements for his home he *"had a think about it and decided to wait for the ombudsmans decision"*.

So, I think ultimately Ageas were willing to, and had arranged for the repair work to be carried out to the drive, but Mr C made the choice to postpone this work. As such, I don't think Ageas have unfairly delayed trying to resolve the issue with the drive.

Unfortunately, the contractor which was going to carry out the work has now withdrawn. Ageas can't force a contractor to take on a job which it does not want to. It can only consider what other options there are to proceed with the repair. In this case, that would either be for it to instruct another contractor to carry out the repair work, or pay Mr C a cash settlement for what it will cost to repair his drive.

I consider it fair and reasonable in the circumstances for Ageas to resolve the matter by paying Mr C a cash settlement.

I say this because Ageas has already attempted to carry out a repair to the driveway, which didn't go ahead. And Mr C has set out his concerns about the proposed work - including access arrangements to his home and the placement of cables and pipes around the driveway. In addition to which, Mr C has expressed a loss of confidence in Ageas by saying, for example, that all the work it has done on his house has needed to be redone, and that he

can see the work with the driveway going wrong and involving further dialogue between him and Ageas for the next twelve months.

Consequently, while I acknowledge by being paid a cash settlement there will be some inconvenience to Mr C in having to find and appoint his own contractor, it also avoids the risk of continued dissatisfaction to Mr C from the service provided by Ageas. So, I think it's the fairer option to resolve the driveway issue.

I understand Ageas proposed to deduct VAT from the cash settlement but said it would pay this to Mr C upon receipt of an invoice showing he has paid VAT. Since the work has not been done yet, and Ageas do not know if Mr C will use a contractor who is registered to charge VAT, I don't find that unreasonable.

With regards to the CCTV issue, because the contractors Ageas were using withdrew it agreed to reimburse Mr C the cost of having the CCTV reconnected to his new television upon receipt of a quote. I find that fair and reasonable.

### **Putting things right**

I require Ageas to do the following:

- Pay Mr C a cash settlement covering the cost of repairing his driveway.
- If Mr C pays VAT for this repair, reimburse him the VAT element of the cash settlement on receipt of an invoice from Mr C showing VAT was paid.
- Reimburse Mr C the cost of having his CCTV reconnected to his TV upon receipt of a quote from Mr C showing what this will cost.

### **My final decision**

I find that Ageas Insurance Limited has already offered to resolve Mr C's complaint in a fair and reasonable way.

So, my final decision is that I require Ageas Insurance Limited to pay Mr C a cash settlement covering the repair cost for the driveway. If Mr C pays VAT for the repair, Ageas Insurance Limited will then need to pay Mr C the VAT element of the cash settlement upon receipt of a repair invoice from Mr C showing he paid VAT. I also require Ageas Insurance Limited to reimburse Mr C the cost of having his CCTV connected to his new TV upon receipt of quote from Mr C showing the cost of this work.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 10 September 2025.

Daniel Tinkler  
**Ombudsman**