

The complaint

P, a limited company, complains about Ageas Insurance Limited's handling of their subsidence claim.

P is represented by one of their directors, Mr I.

Any reference to Ageas includes the actions of its agents.

What happened

In October 2021, P took out a landlord insurance policy with Ageas to cover a rental property. In August 2022, cracks were noticed in the property. P arranged for a structural engineer to carry out an inspection, and they concluded there was subsidence. P therefore made a claim to Ageas, also in August 2022.

In November/December 2022, Ageas accepted the claim and started dealing with this. P later complained as there had been little progress for nearly two years.

Ageas issued a final response to the complaint on 15 July 2024. It accepted there had been poor communication, delays and poor service throughout the claim. It offered P £600 compensation for this. Unhappy with Ageas' response, Mr I brought a complaint to this service on P's behalf. Following Ageas' final response of 15 July 2024, it turned down the claim.

Our investigator looked into things and recommended the complaint be upheld. She thought Ageas ought to increase its compensation offer to £1,000 to recognise the inconvenience caused to P by its handling of the claim.

Ageas accepted our investigator's recommendation, but Mr I on P's behalf did not. The matter has therefore been passed to me for a 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.

I've issued a decision under a separate complaint reference relating to Ageas' later decision to turn down the subsidence claim. In this decision, I've only considered Ageas' handling of the claim up to the date of its final response in July 2024.

Industry rules set out by the regulator (the Financial Conduct Authority) say insurers must handle claims promptly and fairly. I've taken these rules, and other industry guidance, into account when deciding what I think is fair and reasonable in the circumstances of P's complaint.

Mr I has gone into significant detail about what he considers to be Ageas' failings. Whilst this has been helpful in understanding what has happened, I don't intend to address all the points he's made. This reflects the informal nature of the Financial Ombudsman Service.

As our investigator has explained, in cases such as this, we tend to look at what has happened holistically. It's not in dispute that Ageas handled the claim poorly. There were periods of avoidable delays (for example, site investigations didn't take place until May/June 2023), little progress was made on the claim for long periods, it didn't address the loss of rent claim, and there was a lack of updates provided to P. Ageas also didn't respond to Mr I's Subject Access Request (SAR) within the relevant timescales, and included information relating to another customer. Mr I also had to raise concerns that he hadn't been provided with all the relevant information under the SAR, so Ageas needed to look into this again.

Although P is a limited company, I'm satisfied that Ageas' poor handling of the matter has caused them inconvenience, and over a long period of time. Taking everything into account, I agree with our investigator that Ageas should pay P £1,000 compensation to recognise this.

My final decision

My final decision is that I uphold this complaint. I require Ageas Insurance Limited to pay P £1,000*.

*Ageas must pay the compensation within 28 days of the date on which we tell it P accepts my final decision. If it pays later than this, it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask P to accept or reject my decision before 12 November 2025.

Chantelle Hurn-Ryan
Ombudsman