

The complaint

Ms J is unhappy her escape of water claim hasn't yet been settled, and she has raised issues related to her alternative accommodation being terminated. Ageas Insurance Limited ("Ageas") were providing the home insurance policy.

What happened

Ms J made a claim when she noticed her living room ceiling was collapsing from what she suspected was a water leak.

Ageas advised Ms J to commission a contractor to find the cause of the damage and to fix the leak. Ageas advised Ms J the cost of fixing the leak wouldn't be covered, but she was told if the claim was accepted that any trace and access costs would be covered as well as the repairs to the damage.

In the meantime, Ageas appointed experts to manage the claim on its behalf and paid Ms J £976 for alternative accommodation for four days (on a without prejudice basis) as there was no working toilet in the property, and Ms J was no longer able to stay with friends and family. As there wasn't evidence that Ms J was getting the toilet fixed, Ageas didn't extend this payment. It said it was Ms J's responsibility to arrange this.

The claim was then put on hold as it couldn't fully validate the claim. Ageas had questioned Ms J about the property been unoccupied. As it hadn't received the information it had asked for it, it left the claim on hold until this information was provided.

Ms J thinks Ageas has delayed the claim, left her in a vulnerable position by removing funding for alternative accommodation and has acted unfairly by not paying her claim.

Our investigator decided not to uphold the complaint. She thought Ageas' actions in validating the claim were reasonable in the circumstances and didn't think Ageas had unfairly delayed the claim. Ms J disagreed, so the case has been referred to an ombudsman.

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 don't uphold this complaint. I know this will be disappointing for Ms J, so I'll set out my reasoning for reaching this decision.

Ageas as the insurer, who is covering the costs of any accepted claims has the right to review and validate the claim. In purchasing a policy from Ageas, Ageas has agreed to cover any claims that are covered by the policy, but Ms J also has conditions or obligations she must meet. If these conditions aren't met, Ageas may have reason not to settle a claim.

The policy sets out that *"loss or damage caused after the buildings have been left unoccupied or unfurnished"* isn't covered. The policy defines unoccupied as *"furnished but has not been lived in by you or any other person with your permission, for more than 60*

consecutive days.”

Ageas when carrying out the validation of the claim had a strong view that Ms J had not occupied the property for some time, so not meeting a key condition of the policy. It had a technical claim specialist carry out a thorough review of Ms J's circumstances and the occupancy of the home. I've reviewed the report in detail, and it highlights several areas of concern in relation to the occupancy. So, Ageas asked for further evidence to support occupancy, including: a tenancy agreement, confirmation of dates when tenants moved out and Ms J moved back in.

When Ms J didn't provide this information, Ageas put the claim on hold. I think this was fair. The answer to these questions would've allowed Ageas to fully validate the claim. As it was prevented from doing this, it was unable to ascertain whether Ms J had made a valid claim or not. Under the policy, Ageas would've been entitled to cancel the claim, however, I can't see it did here. It just put it on hold until Ms J was able to furnish it with the information it had requested.

I don't think Ageas can be held accountable for this delay. Having looked at the rest of the timeline of the claim, I haven't found evidence that there have been other delays. Ageas appointed experts to the claim in a reasonable timeframe once the claim had been made.

Similarly, I've looked at Ms J's complaint in relation to the issues with alternative accommodation. I don't find Ageas' actions here unreasonable. When it was notified Ms J could no longer stay with friends and family it provided her a significant allowance for alternative accommodation. This was ahead of the claim being validated; it did this as it thought it was the right thing to do. However, once Ms J delayed the claim herself by not getting the leak fixed and by not providing the information needed to validate the claim, Ageas made the decision to stop funding this allowance and put the claim on hold. I think this was reasonable.

I can see how our investigator commented on the policy conditions for "trace and access". However, having read Ms J's complaint, I can see she was aware the fixing of the leak wasn't covered, so I don't feel I need to comment on this point any further.

Since the claim has been with our service, Ms J has mentioned she never received her policy documents. This is extremely rare, and these are normally issued at policy inception and can be requested if lost. However, Ms J would need to make this complaint to her broker first and the broker would need to be given opportunity to respond to the complaint, before it can be considered by our service.

In summary, I don't uphold this complaint for the reasons I've set out. I don't think Ageas has done anything wrong.

My final decision

My final decision is that I don't uphold this complaint. I don't require Ageas Insurance Limited to do anymore.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms J to accept or reject my decision before 1 January 2026.

Pete Averill
Ombudsman