

The complaint

Mr and Mrs M complained about the customer service they received from Ageas Insurance Limited (“Ageas”) under their home insurance claim and the subsequent delays they experienced. Mr and Mrs M had representation for parts of the complaint, but for ease and simplicity, I’ll generally refer to Mr and Mrs M.

What happened

Mr and Mrs M raised a claim with Ageas in January 2024, when the flooring in their kitchen and dining room collapsed.

It was suspected water had caused the flooring to collapse, but Mr and Mrs M’s tradesperson couldn’t identify where the water was coming from. Ageas appointed a loss adjuster to review and validate the claim, and then to manage it.

Mr and Mrs M were unhappy with how long it took for the loss adjuster to identify the issue; get it fixed and repair the damage. Mr and Mrs M appointed their own representative to help them with the claim. Mr and Mrs M feel Ageas’ appointed representatives have provided a poor service and have been rude. They’ve experienced delays which led them to raise several complaints.

Ageas responded with a final response letter in April 2024 which related to their claim being initially declined and for poor communication. Ageas said it had incorrectly declined the claim and acknowledged the communication wasn’t suitable, so it paid Mr and Mrs M £100 compensation.

Ageas provided a further final response letter to a complaint in May 2025. After investigating the complaint, Ageas didn’t find evidence of further poor communication by its appointed loss adjuster, and it felt there were notable delays caused by Mr and Mrs M’s own appointed representative not responding promptly to questions and/ or disputing options to progress the claim. Ageas said this caused delays with the claim. However, Ageas did delay a payment related to “*pump blockage equipment*,” so it paid Mr and Mrs M £200 compensation.

Mr and Mrs M feel the compensation should be higher for delays caused by Ageas. It also wants its issues fixed.

Our investigator decided to uphold the complaint. She thought there was evidence of delays caused by Ageas, so she awarded a further £550 in compensation for the distress and inconvenience caused to Mr and Mrs M. Mr and Mrs M disagreed, so the case has been referred to an ombudsman.

My provisional decision

I made a provisional decision on this on 16 December 2025. I said:

Our investigator awarded an additional £550 compensation (in addition to the £300 already paid across the two final responses). To clarify, I can’t see that the issues raised in the first

final response were escalated to our service and if they were, I believe this was more than six months after the date of the final response letter, so under the Financial Conduct Authority rules, I don't have jurisdiction to consider this first complaint.

However, I have considered points covered in the second final response letter (May 2025) and to which our investigator has provided her view of the outcome. Ageas accepted our investigator's view for the additional compensation. However, Mr and Mrs M are expecting more. So, I've considered what I think is reasonable in these circumstances.

Mr and Mrs M's broker has responded on their behalf. Their broker has summarised the issues from his perspective. Which I've highlighted the main points:

- Worst handled claim he's witnessed in over 40 years,
- Had to raise 3 complaints, on one occasion complained after not getting a response to a complaint,
- Ageas don't have control over its loss adjuster(s), "*who at many times have been unresponsive*"; there have been four different loss adjusters used,
- Mr and Mrs M shared their vulnerable circumstances with Ageas at the start of the claim, which meant one of them couldn't leave the home – this was repeated to Ageas on several occasions, especially when there was a need to remove raw sewage from the home; but it didn't impact how the claim was managed,
- Ageas haven't taken any leadership responsibility for the claim – leaving Mr and Mrs M extremely frustrated when the claim didn't progress,
- For context of the delays – we have over 80 "*diary note entries*" and "*170 electronic communications*" more often than not chasing Ageas in vain.

The broker has provided two sides of A4 paper highlighting the timeline. I can see the claim was raised in January 2024 and the broker's last entry was in relation to this complaint was in March 2025, although I can see works were still in progress at this time. The broker has highlighted specific delays (or where things took longer than they should've done, including:

- Over a month between the claim being raised (Jan 2024) and Ageas' loss adjuster visiting the property (Feb 2024),
- Over a month passed (and a lot of chasing) before Ageas confirmed a drains survey inspection had been arranged (by this point the property's septic tank had overflowed and Mr and Mrs M having to manually pump the septic tank as raw sewage was backing up in the toilet),
- Another month passed before the drains contractor attended (Apr 2024) – at this point sewage was leaking everywhere; major escalations made to Ageas at this time,
- Ageas contractors wanting to rip up the floor (but no planning done for where Mr and Mrs M's belongings would be stored),
- Two weeks later (mid-April) tanker arranged to clear up sewage,
- Another three months passed (June 2024) before the drainage report available,
- Five months passed (Nov 2024), when Ageas said kitchen to be removed,
- Kitchen removal started three months later (early Feb 2025),
- Work still ongoing March 2025

From the broker's viewpoint, Ageas has delayed the claim significantly. However, Ageas said a lot of the delays were due to problems agreeing things on the claim with Mr and Mrs M's representatives. I've cross checked the broker's timeline with one provided by Ageas.

Ageas didn't discuss the first three months of the timeline and whilst I can see there was dialogue internally, I can't see Ageas have stated anything different in their timeline to June

2024 than what Mr and Mrs M's broker did. The timeline stops in September 2024, but there is commentary about changing the loss adjuster one or two times.

From the timeline provided by Ageas, it doesn't contradict that of Mr and Mrs M's broker; it also doesn't highlight any delays caused by Mr and Mrs M's representatives. I have seen notes from Ageas' loss adjuster showing there was communications between it and Mr and Mrs M's representatives in relation to the kitchen strip out and the kitchen replacement and/or cash settlement. It's difficult to tell exactly what happened here as it seems Ageas had quotes provided for a new kitchen but then there are comments that the damage to the existing kitchen couldn't yet be assessed until it was removed from the property.

I think if we take a step back, Mr and Mrs M should have an expectation that Ageas (and its representatives) as experts at managing claims should take a leadership role and guide the process of the claim. I don't think this has happened. There is sufficient evidence to show Ageas didn't respond to escalations made by Mr and Mrs M. It's also clear that Ageas' representatives weren't working in a co-ordinated manner – no-one was owning the claim and thinking of Mr and Mrs M during the process. I don't think this is reasonable management of the claim.

There are delays that stand out – in getting the claim registered, getting it assessed, getting a drainage company appointed, getting useable reports back, working out what was happening with the kitchen strip out / assessing what was damaged, managing the settlement of the claim / reinstatement of the claim.

The claim was raised by Mr and Mrs M in January 2024 and still wasn't completed in March 2025 (15 months later). Whilst there were complexities to this claim, I don't think these were managed well and there isn't evidence the claim was managed at all. I appreciate with any claim there will be a level of distress and inconvenience, and the drying out of a property can delay things. However, I think these delays were too long and avoidable.

What I think is unreasonable, is that Mr and Mrs M highlighted their vulnerability at the start of this claim. Due to confidentiality, I don't want to disclose any details here, but Ageas should've treated Mr and Mrs M and their needs as a number one priority. Mr and Mrs M were exposed to significant health risks, especially given the nature of the sewage problem.

However, I am pleased alternative accommodation (AA) was offered to Mr and Mrs M. There isn't much commentary in the file around this, but it seems Mr and Mrs M didn't want to leave their home due to their own circumstances.

Given Mr and Mrs M's vulnerable circumstances, Ageas should've prioritised this claim. From what I've read, I see no reason, why the claim couldn't have been resolved in around six months. I think there have been avoidable delays of around 9 months.

Mr and Mrs M have lived in sub-standard conditions for a long time, at least nine months longer than they should've done. If the issues continued, Mr and Mrs M may wish to raise a new complaint to cover the issues that occurred after April 2025, which is the period up to that I've considered in my decision.

I think there has been a daily impact on their lives, the issues have impacted a large part of their ground floor and caused issues with basic hygiene facilities. I think the impact on Mr and Mrs M would've been greater due to their vulnerable circumstances and I think Ageas should've reacted when escalations were made about poor service. However, I do think the issues were greater for Mr and Mrs M as they chose not to accept the AA that was offered.

I do intend to uphold this complaint for the reasons I've set out, but the compensation has been reduced slightly recognising AA was offered but not taken up. I intend that Ageas pay Mr and Mrs M an additional £1,200 compensation for the distress and inconvenience caused in relation to the delays and poor service received (this in addition to the £200 already paid in the May 2025 final response letter)

Responses to my provisional decision

Ageas accepted my provisional decision, and it didn't have anything further to add.

Mr and Mrs M didn't accept my provisional decision.

Mr and Mrs M explained that the professional misconduct and negligence of both Ageas and its appointed loss adjuster meant a decision was delayed in respect to the removal and dispersal of the contaminated kitchen units. This resulted in the kitchen units being stored in the dining room for many months.

Mr and Mrs M explained a decision was finally made to destroy the kitchen units. During these delays, Mr and Mrs M explained the distress this caused them which added to their vulnerable circumstances and still is causing lingering issues.

Mr and Mrs M were informed by an Ageas representative that the claim could've been resolved in six months (& not the ten months it took). And Mr and Mrs M were informed their contaminated kitchen units should've been removed from the property immediately.

Mr and Mrs M don't think the compensation I awarded reflects the *"level of stress, anxiety and wasted time that [they] have encountered"*. They've explained how a family celebration had to be re-located.

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 the additional information provided which helps to emphasise the issues Mr and Mrs M experienced. I do empathise with their experience. I think the vulnerable circumstances they have would've made this situation hard for them both.

However, I think the compensation awarded is reasonable in these circumstances. I agree with Mr and Mrs M's viewpoint this claim should've been dealt with in six months. I commented on this point within my decision, along with the timelines of events I took into consideration.

However, I do think Mr and Mrs M's experience was worse because they chose to remain in their home during some of the bad periods of this claim. I'm not suggesting they shouldn't have done this, as ultimately this was their decision, and they had good reasons for doing this. However, Ageas did make an offer to move Mr and Mrs M into AA. Had Mr and Mrs M chosen to take up this offer, it would've reduced some of the distress they experienced and would've allowed Ageas greater access to the property in order to progress the claim. Therefore, I won't be changing the decision I shared in my correspondence on 16 December.

I want to reiterate the compensation that I've awarded considers the points raised by Mr and Mrs M and were dealt with in the May 2025 final response letter (from Ageas). If Mr and Mrs M have new issues that they wish to raise or issues /effects which have surfaced (or

continued) since they raised this complaint, they'd need to raise a new complaint with Ageas. Also, as I set out earlier, I can't consider points covered in the first final response letter, as these are outside of my jurisdiction.

My final decision

My final decision is that I uphold this complaint. I require Ageas Insurance Limited pay Mr and Mrs M:

£1,200 additional compensation – for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M and Mr M to accept or reject my decision before 3 February 2026.

Pete Averill
Ombudsman