

## **complaint**

Mr H complains Ageas Insurance Limited made false allegations about him in a letter, in relation to his behaviour during visits at his home.

## **background**

Mr H suffered a leak causing damage to his property, so he made a claim on his home insurance policy – which is underwritten by Ageas.

Whilst the claim was ongoing Mr H complained to Ageas. He complained he and his family had been put at risk by being left in their home when there was a suspicion of asbestos in their floor tiles. Asbestos tests had been carried out on the tiles in the hallway (the area affected by the leak), but the results had taken a week and returned positive.

When Mr H called Ageas to raise his concerns, the call handler explained that if the tiles had not been disturbed the asbestos posed no risk – and she said Ageas wouldn't have left Mr H and his family in their home if any risk was present. But she said she'd contact the third party that had attended Mr H's home to make sure it was safe. Ageas' call handler then terminated the call due to Mr H's language and the perceived personal comments he made towards her.

Ageas followed up the phone call by responding to Mr H's complaint in writing. In its letter it set out the following:

- the third party appointed by Ageas to manage the claim was removed after three days due to aggressive behaviour shown by Mr H whilst it was on site, so Ageas appointed a second third party;
- Mr H raised concerns to this second third party that asbestos was present in the tiles under his laminate flooring – the laminate flooring had been lifted in the hallway, so it was agreed that Mr H would buy plywood to place over these tiles, so they couldn't be disturbed and cause a risk to Mr H and his family; Mr H was also offered alternative accommodation, but he declined;
- when the asbestos test results returned positive for the hallway, a licenced asbestos removal company was appointed to carry out professional removal of the tiles in that area – but Mr H refused this company entry into his home unless the third party managing the claim would also agree to the removal of the tiles in his lounge;
- the third party offered to arrange for the lounge tiles to be tested when the asbestos removal company was on site to remove the hallway tiles, but it explained the lounge tiles wouldn't be removed if they hadn't been affected by the leak;
- Mr H and his family hadn't been put at risk as none of the tiles had been disturbed – this is why the plywood had been suggested, i.e. to prevent this from happening;
- Mr H had shown unacceptable language and attitude towards Ageas' members of staff and its appointed third parties, which on occasions had come across as threatening – both during calls and site visits;
- so moving forward all communications would be kept in writing; and Ageas and its third parties would decline all phone calls from Mr H.

Mr H was unhappy with what Ageas had said in relation to his behaviour on site visits, so he referred the matter to this service, where it was considered by one of our investigators. He's told us his complaint is about being accused of being threatening towards those who visited his home. He's also explained he finds it difficult to communicate in writing, so he needs to be able to talk to people.

When providing its file, Ageas told us Mr H had cancelled the asbestos removal company's visit and none of the tiles were removed. Instead, Mr H arranged for a company to apply a screed over the tiles and the claim was cash settled.

Mr H has acknowledged he may've been argumentative or abusive during some phone calls. But he's told us he wasn't threatening and says the individuals he spoke to shouldn't have taken it personally.

Mr H also says he didn't threaten anybody during the site visits and it was wrong of Ageas to rely on third hand information. He says the allegations are false, and slander; and he wants to know who's accused him. He says Ageas should provide a written statement from those involved to confirm what he did that was threatening. He also says he's since had difficulty obtaining contractors to do work at his home due to the allegations and he'd like a letter of apology.

Our investigator didn't think Mr H's complaint should be upheld. He explained he didn't know what had happened during the site visits, but that he thought it was reasonable for Ageas to rely on the information it'd received from its third parties – and also on its own experience of dealing with Mr H – when deciding to only communicate in writing.

Our investigator also explained he couldn't see how Ageas had caused Mr H difficulty in getting his own contractors, as it'd only told its third parties dealing with the claim to only communicate in writing. He couldn't see that this information had been shared with other companies.

Because Mr H disagreed with our investigator, the case has been passed to me for a final decision.

Ageas has since confirmed that its decision to communicate in writing was only in relation to this claim. So if Mr H needs to make another claim in the future, it would speak to him on the phone. But it says if it's met with the same behaviour during future claims, it would also adopt the same stance.

### **my findings**

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've reached the same outcome as our investigator, for much the same reasons. I'll go on to explain why.

But firstly, Mr H has confirmed his complaint is about what Ageas wrote in its letter regarding his behaviour during site visits – and the impact that's had on him. So for the avoidance of doubt, I've not considered how the claim was managed or settled, or the decisions Ageas' third parties took in relation to the asbestos.

I can't *know* what happened during the site visits, or during the phone calls between Mr H and Ageas' third parties. But having reviewed Ageas' file notes, some of which were made during the life of the claim, I can see several concerns have been raised about Mr H's behaviour, by a number of individuals.

I've also listened to the call Mr H made to Ageas about the asbestos, and based on the way he spoke to the call handler, I can understand Ageas' reluctance to continue holding phone calls with him. I note Mr H says the attitude of the person he spoke to was shocking. But I disagree. I think they were trying to help Mr H and address his concerns. I also think they remained professional in what seemed difficult circumstances due to Mr H's manner.

Mr H's home appears to have suffered a significant amount of damage due to the leak and I appreciate that this, and the concern for his family's welfare, is likely to have caused him a great deal of stress and anxiety. So I do sympathise with him if this has caused him to become heated during some of his conversations.

I also accept that it may not have been his intention to have acted in a "threatening" manner towards those who visited him, or towards those he spoke to on the phone – or indeed, that others may not have interpreted his "behaviour" as threatening. I think this very much depends on what behaviour or language someone is personally comfortable with.

But I don't think I need to decide whether Mr H's behaviour was threatening at any stage. What I need to decide here, is whether Ageas' actions were reasonable following the feedback it'd received – and overall, I think its actions were reasonable.

I understand Mr H believes Ageas should've obtained proof of what happened during the site visits before putting those concerns in writing – and that he has a right to know who has said what. But on balance, I don't agree. Ageas has a responsibility to act on the concerns of its employees and third parties, and to protect those concerned.

Furthermore, Ageas hasn't actually said Mr H made threats towards those who visited his home. But rather, it's said his language and attitude during calls and site visits have been unacceptable; and on occasions he's *come across* as threatening or aggressive. As I say, the acceptability of someone's behaviour can be quite subjective. But I don't think it was unreasonable for Ageas to highlight the concerns that had been brought to its attention.

I've also not seen anything to suggest Ageas had reason to doubt those concerns – and given the number of instances noted on Ageas' file, it seems reasonable it took action to avoid future situations.

So overall, I don't think Ageas did anything wrong by saying what it did in its letter, or by the decision it took to only communicate in writing.

I appreciate Mr H has said he finds it difficult to communicate in writing. But as this claim is now settled, this no longer seems to be an issue. And what Ageas has said about future claims seems reasonable.

I also sympathise with Mr H if he's since had difficulty obtaining contractors. But like our investigator, I also haven't seen anything to suggest that Ageas, or its third parties, is responsible for the difficulties Mr H has faced.

**my final decision**

I understand my decision will come as a disappointment to Mr H. But for the reasons given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 29 January 2018.

Vince Martin  
**ombudsman**