

## **The complaint**

Ms S complains about how Ageas Insurance Limited (“Ageas”) handled a claim following an escape of water

## **What happened**

In July 2022 Ms S made a claim to her insurer, Ageas, when a burst pipe in the property above Ms S’s caused a large volume of water to escape. The claim was accepted and Ms S was told that contractors would attend. From this point on, Ms S was unhappy about the delays and poor service by Ageas and its appointed representatives. So she made a complaint.

Ageas responded to Ms S’s complaint and said it recognised that there had been failings in the way it had handled her claim. It offered her compensation and said it would also consider appointing a different contractor.

Ms S remained unhappy with Ageas’s response, so she referred her complaint to this service. Our Investigator considered the complaint and thought Ageas could do more to put things right for Ms S. Because an agreement couldn’t be reached, the complaint has been passed 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’ve decided to uphold this complaint. I’ll explain why.

The predominant issues in this complaint include the delays in progressing Ms S’s claim, the loss of rent incurred as a result of the damage, and the issues she’s had with communication between the parties.

Ms S will be aware that I can only consider events that took place after 24 January 2023 in this decision, up until we received Ageas’s file. This is because events before that date were the subject of a previous complaint with this service, which was in relation to the progress of the claim up to 24 January 2023.

I’ve considered the progress that’s been made with this claim since the final response letter dated 24 January 2023 was issued. And I’m not satisfied that reasonable progress has been made. I say this because Ageas has accepted that the agreed strip outs and drying were not progressed and follow ups were not made to check on progress. It’s also said that once the scope was provided, this was again not followed up.

In terms of communication, Ms S has said this has been inadequate, and that she’s had to chase for updates on several occasions. Ageas has accepted that contractors failed to return Ms S’s calls. At times it also seems that there was some confusion between Ms S’s claim and the claim in relation to the upstairs property. I can appreciate how frustrating this must

have been for Ms S.

Ageas offered compensation for several of the issues totalling £200 – which it said was in addition to the £150 and £300 it had already offered Ms S for earlier complaints. But I don't think this goes far enough to compensate Ms S for the impact of the poor service she received. And I think she experienced considerable distress and inconvenience which has required a lot of extra effort on her behalf to try to sort out. The impact has also, I note, lasted over many months, and during this time Ms S has also experienced health issues, which I think have compounded the impact of the problems she's had with this claim. So I think overall, the circumstances warrant an award of £500 in total. It follows that I'll require Ageas to pay Ms S an additional £300, on top of the £200 it has already offered her for this complaint.

Ms S has said that she's had to lower the rent she charges her tenants, because – as Ageas agreed – the property wasn't habitable as a result of the damage. Ageas says it completed a make safe so that the tenants had a working bathroom, but Ms S says this wasn't adequate and has provided photo and video evidence to support this. Ageas says it was in a useable condition following the make safe but it hasn't provided evidence in support of its position. So I'm more persuaded by the photos and videos Ms S has provided, which show that the bathroom in particular was not in a good useable condition. Ageas will therefore need to cover the reduction in rent payments, subject to Ms S providing Ageas with evidence of this.

Ageas has also said it will review the evidence of plumbing costs Ms S is able to provide. At present, Ms S has provided information for the emergency plumber that was called out to deal with the volume of water. I can see that the £350 seems to be a cost incurred by both her and her neighbour, and this is detailed in Ms S's email dated 17 December 2022. But Ageas is only liable to pay for costs incurred in relation to Ms S's property under Ms S's claim – and not costs relating to her neighbour's property, as that is the subject of a separate claim with Ageas. So if Ms S can provide evidence of the plumbing costs in relation to her own property and claim, Ageas says it will consider these.

Ms S has said that she's been prevented from selling her property or remortgaging on to a better rate because of the way the claim has been handled. Whilst we may be able to consider this issue, Ms S would need to complain to Ageas about it first, before we can investigate. It would be helpful if Ms S gathers evidence about this and passes any evidence on to Ageas in the first instance, so that Ageas can properly respond to this aspect of her complaint.

Ms S has sent a large amount of information to me, and I'd like to assure Ms S that I've read and carefully considered everything she has sent. I consider the below to be a fair resolution to her complaint in the circumstances.

### **Putting things right**

Ageas Insurance Limited must now:

- Pay Ms S's loss of rent claim, subject to Ms S providing evidence of the reduction in payments made by her tenants.
- Pay Ms S's plumbing costs, subject to Ms S providing evidence of the plumbing costs relating to her claim.
- Pay Ms S an extra £300 compensation for distress and inconvenience. This is in addition to the compensation it has already offered her and this will bring the total amount of compensation in this complaint to £500.

**My final decision**

My final decision is that I uphold this complaint and I direct Ageas Insurance Limited to put things right as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 6 August 2024.

Ifrah Malik  
**Ombudsman**