

The complaint

Mr B complains that Ageas Insurance Limited has acted unfairly when settling a claim made following an escape of water at his property. He feels delays have been added and it failed to provide alternative accommodation when the work was completed, leaving him without access to bathroom facilities for the duration.

What happened

Mr B first raised a claim with Ageas in February 2023. It provides the buildings insurance for his property, with it providing the insurance for the whole building and properties within it.

When the claim was first raised, Mr B was told he'd need to have the source of the leak fixed as the policy cover did not extend to this. This was completed in April 2023 and Mr B notified Ageas this had been done and he now needed it to put right the damage resulting from the escape of water.

In September 2023, Ageas's contractors looked to start the repair works. At this point Mr B explained another leak had been identified which needed repairing ahead of the repair works – this was fixed in early October 2023.

In November 2023, Mr B complained about the progress of the claim and the time for the repairs to be completed. He was told in December 2023 the earliest start date for the repairs was the end of February 2024.

In January 2024, Ageas addressed Mr B's complaint and said sorry for the delays added with the claim and how it had been handled. It made a payment of £250 to Mr B in recognition of this and it confirmed the repair works were due to be started on 26 February 2024.

Mr B asked Ageas about alternative accommodation (AA). His property only had one bathroom and this was to be completely removed before being reinstated. This would mean he would be without toilet and wash facilities until the repair was completed.

Mr B moved in with a friend for two weeks when the works commenced. After this, he needed to move back to his property and he lived without the bathroom being reinstated until 25 April 2024.

Ageas had a loss adjuster report completed at the property on 22 March 2024 and this showed there was no bathroom in place after it had been stripped out for the repair works. It said at this point its AA team would be in contact with Mr B to arrange suitable accommodation, but this did not take place.

Mr B made another complaint to Ageas about the claim and its progress. On 17 May 2024, Ageas provided another final response which addressed the later concerns. It said it felt the communication had been improved in places, but recognised delays had still been added. It made an additional payment of £100 to Mr B in lieu of this.

Mr B brought his complaint to this Service with issues still ongoing – although the repairs had broadly been completed when he came to us, concerns over the finishing of the repairs and snagging continued.

Our investigator looked at this complaint and said they could only consider what had happened up until the date of the final response in May 2024, inclusive of the January 2024 response.

They didn't think Ageas had done enough to put things right. They said it was clear delays had been added to the claim with little explanation provided as to why. Mr B had lost out as a result of these delays. Together with this, Mr B lived in the property without a useable bathroom for around two months and this had a significant impact on him during this time. In total he felt the award for distress and inconvenience needed to be increased to £1000 – with an additional £650 now being due.

Our investigator also said it was fair to expect Ageas to pay Mr B disturbance allowance of £10 per day for the time he lived in his property without access to a bathroom. This was to cover any reasonable additional expenses incurred when he needed to use public bathrooms and washrooms during this time. And because he felt this was something which should have been paid sooner, he said Ageas should include simple interest on this payment of 8%.

Mr B disagreed with the outcome. He felt the award for distress and inconvenience needed to be increased as this was not reflective of what he suffered. He also said when Ageas initially spoke about AA, it said a serviced apartment would have been offered and this would have cost Ageas in the region of £4200. He felt it was fair it paid this to him alongside the disturbance allowance. He also said the work started on 26 February and was completed on 18 June 2024 but with snagging issues still remaining. So he felt this should be the time for which the disturbance allowance was paid.

Our investigator's opinion did not change as they felt what they had recommended was fair.

Ageas did not provide a response. With this and Mr B's disagreement with the outcome proposed, the complaint was referred for 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 decided to uphold this complaint, for much the same reasons as our investigator. I know Mr B will be disappointed by this, but I'll explain why I've reached this decision.

There is no dispute here that this claim has been delayed. As our investigator has highlighted, Ageas has provided little to explain why its contractor did not progress this claim sooner. Ageas is responsible for the actions of its appointed contractors. It has a duty to progress and settle claims promptly and it is clear there has been a failing here.

With the delays not in dispute, I've not focused on the timeline of events as I've broadly set this out in the background above. Instead, I'll focus on what I consider to be the crux of this complaint. In doing so I may not comment on everything that Mr B has said, I mean no discourtesy with this but I have taken account of everything provided when considering this complaint.

What needs to be considered is: Should Ageas pay Mr B more for the impact of its failings.

Should a disturbance allowance be made and if so, accounting for what period of time. And finally, should anything else be paid to Mr B as he has requested with reference to the AA costs he says Ageas avoided when it didn't provide him with a serviced apartment as it said it could. I'll deal with these in turn.

Distress and inconvenience

When something goes wrong and insurance is relied on to put things right, there will always be a level of distress and inconvenience experienced. What is expected will vary with the severity of the claim and damage caused as a result of the insured event. When considering awards for distress and inconvenience, I am thinking about what has been added above and beyond what would have been reasonable to expect had everything progressed and been handled as it should have been.

When Mr B has needed to chase Ageas and its agents for updates with this claim, he's been inconvenienced beyond what I think is reasonable to expect. The claim should have been actively progressed without the need for his involvement and chasing and I've not seen anything to explain the lack of progress was something outside of Ageas's control.

There may have always been some delay when the later water leak was identified but it doesn't take away from the delays ahead of this and after this when Mr B was waiting for the work to be started.

When the loss adjuster completed its report in March 2024, it highlighted the need for AA and said its AA team would be in touch with Mr B. This was after Mr B had already moved back into the property following his initial stay with a friend.

Mr B has spoken about the distress of needing to use public bathrooms during this time with no access to a bathroom at home. He said this is something he found "*deeply embarrassing, demeaning and unnecessary if the insurers had provided the appropriate temporary accommodation*". This impacted his mental health and it is understandable to see why, when coupled with the delays which preceded the work starting that this has been a cause of substantial distress and upset.

I think it is fair to expect that Ageas and its agent could have done more here. The lack of communication and AA being offered meant Mr B lost out as a result and it is right this is recognised now as a failing with an award in line with our approach for this.

This Service has a set approach to awards for distress and inconvenience and I am satisfied it is fair to increase the awards previously made by Ageas. I feel this should be increased to £1000 as set out by our investigator. I think this fairly reflects the impact of Ageas actions and claim handling with an award in line with our approach.

It needs to be recognised that together with the substantial distress and upset caused when Mr B was living in his property without a bathroom, there have been significant delays with the handling of this complaint. As I've previously set out, there has been little provided to justify these delays and this coupled with the time that Mr B was without access to a bathroom or AA, it is fair the award is increased.

I appreciate Mr B has said he feels this should be increased from what our investigator set out. I understand his strength of feeling with everything that has happened. And with the issues continuing with the claim beyond when the complaint was brought to us, this impact has continued. But I can only consider the impact of the claim handling up until the point of the final response issued on 17 May 2024. As our investigator has said we cannot add things as they arise after this and to do so would remove the insurers' chance to consider

things first.

Overall, I am satisfied an award of £1000 for the distress and inconvenience of this claim and its handling is fair and reasonable, in line with our awards and approach.

Disturbance allowance

Mr B has referenced a number of things with the disturbance allowance recommendation made by our investigator. He feels this should be made to cover the total time the repair works were being completed and Ageas should include with this, what it would have cost it to provide him with AA had this been done.

I agree with our investigator that a payment should be made here and that this should cover the time Mr B was without the use of his bathroom. This should not cover the entire time the repair works were being completed, as although there may have been some inconvenience with work being finished, this would be considered as the general inconvenience of the claim and its impact.

A disturbance payment recognises the impact on a consumer and any potential additional costs incurred as a result of the claim. This can be to cover increased food costs or washing costs if access to their home is restricted or not available.

Mr B hasn't shown what it has cost him to use public bathrooms when his was out of action, including any travel costs to and from and usage costs. But I think it is reasonable to accept he will have incurred costs in needing to travel to and from his home for the use of wash facilities. And it is fair for the period of time his bathroom was not useable, that this cost is covered.

However, as our investigator has set out, this will be for the period of time that Mr B had no access to a working bathroom in his property only. Once the bathroom was reinstated, even if some decorating work needed to be completed, Mr B had access to bathroom facilities again. At this point the disturbance Mr B faced with needing to leave his home to travel to these facilities was removed. And any additional inconvenience of the claim is accounted for when thinking about the award for distress and inconvenience I've set out above.

Equally, while I understand why Mr B feels it is fair that Ageas pay him what it might have cost it to provide AA, this is not something that I think is fair and reasonable to ask Ageas to do. The disturbance allowance recognises the impact and increased cost to Mr B when living in his property without access to all facilities he normally would. Whether Ageas would have spent more in housing Mr B in AA doesn't mean it needs to pay this to Mr B, he has not lost out on money due to him and the payment is not made to reflect costs Ageas could have incurred, but to reflect the expected impact in terms of additional cost to Mr B when having to use other facilities.

Our investigator has said simple interest should be added to the disturbance allowance payment as this should have been paid at the time to help Mr B with any additional costs he incurred. I agree this should have been paid sooner and he has been deprived of this money and it is fair and reasonable to include interest. I think this should be added from 1 May 2024 until date of payment. I say this as the bathroom was reinstated at the end of April 2024 and from this point, Ageas could have calculated the days Mr B lived without these facilities.

Overall, I am satisfied Ageas needs to do something to put things right as its previous payments made following the final responses issued, do not go far enough.

Putting things right

To put things right, Ageas should do the following:

Pay Mr B £1000 in total for the distress and inconvenience experienced with its handling of this claim. It can deduct from this any payments previously made as referenced in its final response in January 2024 and May 2024, if already paid.

Pay Mr B a disturbance allowance from the time his bathroom was removed, until this was reinstated with a useable toilet and bath/shower facilities at £10 per day. It should add 8% simple interest to this payment from 1 May 2024 until date of payment.

My final decision

For the reasons I've set out above, I uphold this complaint and ask Ageas Insurance Limited to take the steps set out to put things right.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 20 December 2024.

Thomas Brissenden
Ombudsman