

The complaint

Mrs G complains about Ageas Insurance Limited's handling of a home insurance claim.

Ageas has been represented on the claim by its agents, including its contractors. For simplicity, at points, I've referred to the actions of Ageas' agents as being its own.

What happened

Mrs G had a home insurance policy with Ageas. In July 2023, she reported a leak from her toilet that had damaged her bathroom floor and the ceiling in the room below. The leak was repaired by her plumber and Ageas accepted a claim for escape of water (EOW).

Ageas arranged for Mrs G and her daughter to stay in alternative accommodation (AA), starting in October 2023, while it carried out works. But after removing items in the bathroom, Ageas said it discovered further uninsured damage. Mrs G then arranged for her own contractor, who I'll refer to as A, to carry out these repairs, and Ageas agreed to pay the cost of this and the remaining insured works.

In October 2023, Ageas paid Mrs G £2,130. Out of this amount, £1,500 was for the cost Ageas agreed with A for the insured work and the remaining £630 was a disturbance allowance (DA) payment to Mrs G because the AA she was staying in with her daughter was a hotel, without cooking facilities.

Mrs G complained in October 2023 because Ageas didn't include her partner in its DA payments. She also said Ageas caused damage during repairs and left her without AA at one point. She said Ageas' actions caused her a loss of income and additional expenses. She said she was also unhappy with Ageas' communication, repairs and the AA it provided.

The works were completed by A towards the end of October 2023, allowing Mrs G to move back home. And in November 2023, Ageas paid Mrs G a further £219 based on her invoice for the supply and fitting of flooring in her bathroom.

Ageas issued a complaint response in November 2023. It apologised for the initial miscommunication in arranging the AA. It said Mrs G hadn't provided suitable evidence to show her partner was a permanent resident at her address. It said sourcing AA had been challenging in the circumstances. Ageas said the further damage it discovered was not insured, but it had agreed to extend the AA to allow A to complete these repairs, and the remaining insured works. Ageas denied that it caused damage to the wash basin and bathroom door during its initial works – it said its agent had reattended to inspect the damage and denied causing it.

Mrs G referred her complaint to the Financial Ombudsman Service. She maintained Ageas carried out poor repairs, handled the AA unfairly, unfairly denied DA cover for her partner and caused damage during works. Mrs G denied that Ageas' agents reattended to inspect damage and she said decoration works were outstanding. She wanted Ageas to pay the full costs of her family's food while she was in AA, along with payment for one night she arranged in a hotel, the costs of a replacement basin, tiles and curtain pole. She also wanted

Ageas to pay her loss of earnings and her excess mileage costs.

An Investigator looked into Mrs G's concerns. They said Ageas acted fairly in paying DA for Mrs G and her daughter, but not her partner. They said Ageas acted fairly in providing AA during the repairs and fulfilled its responsibility given the local availability. They were not persuaded Ageas caused damage, but because it could have done better in some instances, they recommended Ageas pay Mrs G £300 compensation. They also recommended Ageas contact Mrs G to establish if there were any outstanding insured works, and rectify this if necessary.

Ageas accepted the Investigator's recommendations, but Mrs G didn't agree. She said Ageas caused damage during repairs, including to her bathroom wall, and she pointed out a report provided by A which she said supported this. She said Ageas had likely breached the Equality Act 2010 and she'd provided enough evidence to show her partner was a resident at her address. She said she'd incurred AA costs Ageas hadn't reimbursed and she maintained Ageas hadn't reattended to inspect the damage she reported. Mrs G said Ageas' actions had impacted on her cats, herself and her family.

I issued a provisional decision, partially upholding the complaint and I said the following:

"What I've provisionally 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.

Mrs G has provided a lot of information in support of her complaint. I assure Mrs G that I've taken everything she's provided into account. But in this decision I've focused on what I think are the key issues in this complaint. No discourtesy is intended by this, it simply reflects the informal nature of the way that the Financial Ombudsman Service reviews complaints.

Mrs G's policy provides cover for damage caused by water leaking from pipes, but excludes damage caused by failure, wear and tear or lack of grouting and sealant. I've considered the complaint with this in mind.

Further uninsured damage

Mrs G said Ageas didn't check other areas of flooring, in addition to the bathroom, for damage. But I've not seen evidence to suggest there was likely damage to other areas of flooring. I can see Ageas paid Mrs G £219 for the supply and fitting of new bathroom flooring. And if there were other areas that were likely damaged beyond the bathroom floor, I consider it would have been apparent during these works. But I've not seen evidence to show this was the case. So I don't think Ageas acted unreasonably in not arranging inspection of the other areas.

Ageas said it stopped works early in October 2023 because it found uninsured damage that required addressing before the insured works could be completed. It said it found failure of the bath sealant and lack of grout around border tiles, which allowed water ingress into the wall, over time, causing damage. I've seen the photos provided by Ageas and I think they show evidence of water damage and staining on the wall around the bath. So I'm persuaded the photos support Ageas' comments of uninsured damage to the wall. Mrs G said Ageas didn't find any uninsured damage at the initial inspection, but it's not uncommon for further damage to be discovered once works start and items are removed – and I think that's what happened here. And in the circumstances, I don't think Ageas acted unfairly in requiring the uninsured damage to

be addressed first.

Mrs G claims there was no uninsured damage, and Ageas caused delay by stopping works. She provided a report from A dated 10 January 2024, based on A's inspection in early October 2023. The report says the wall was sound, dry and usable, but I'm conscious this report was compiled more than three months after A originally attended. And I find Ageas' comments, supported by pictures, to be more persuasive in the circumstances.

Furthermore, Ageas provided evidence to show it communicated directly with A to agree costs for A's work, and this included costs for tiles and works on the damaged wall. I haven't seen any evidence to show A told Ageas works to the wall was not necessary, and the evidence shows Ageas paid Mrs G the full cost of the works agreed with A, totalling £1,500 (including VAT), in October 2023.

I've also not seen sufficient evidence to show Ageas caused damage to the walls or tiles when it carried out the initial removal works. The pictures Ageas provided following removal of the bath don't show any damage to the wall. And I can't see A raised concerns with Ageas about damage Ageas caused, when they discussed costs directly in October 2023.

So overall, I consider it more likely than not that there was uninsured damage, as outlined by Ageas. Despite not being liable for the cost of these repairs, Ageas agreed to pay for them so Mrs G wouldn't have to remain in AA for longer than necessary or return home without a shower she could use. In doing so, I consider Ageas did more than it was required to, and I don't think it caused any avoidable delay on the claim.

The costs Ageas agreed with A, that it paid Mrs G, also included the cost of refitting the sanitaryware and rehanging of the shower door. This is supported by Ageas' notes of its conversation with A in October 2023. So I think it was reasonable for Ageas to not fully install the bath or shower door, on the basis A would need to remove and reinstall them following the wall and tile works. And I'm not persuaded Ageas caused damage to the bath in setting it in place temporarily. Because Ageas arranged for Mrs G to remain in AA for the duration of the works by A, even after there was some delay in A receiving materials, I think Ageas acted reasonably to minimise the impact on Mrs G.

Mrs G also raised concerns about Ageas' reinstallation of the toilet, as it leaked shortly after Ageas completed its work in early October 2023. A's report said the toilet pan had not been reinstalled correctly and a damaged connector pipe needed to be replaced. Ageas said the leak is a common problem when old suites are refitted, because seals and washers perish over time. But I consider Ageas had a duty to carry out a lasting and effective repair, so I think the reinstallation of the toilet did amount to a poor repair. A did however repair this promptly, and Ageas agreed costs with A for reinstalling sanitaryware, as well as paying for Mrs G to remain in AA for the full duration of the repairs, so again, I think it acted reasonably to minimise the impact on Mrs G.

Mrs G said there were still outstanding works. Ageas agreed to make contact with her to establish if there are any outstanding works relating to the insured event and rectify this if necessary. I think this is fair, so this is what I intend to direct Ageas to do.

AA

The terms of Mrs G's policy say Ageas will provide suitable AA for her family and household pets where her home can't be lived in due to damage caused by a covered

event. They also say in some circumstances Ageas may choose to provide temporary bathroom facilities to allow Mrs G to remain in her home while repairs are being carried out.

From what I've seen, Ageas provided AA between 4-28 October 2023, and Mrs G had to stay in different hotels during this time, with her daughter.

Ageas accepts there was miscommunication on the day the works were scheduled to start. This meant Mrs G was left waiting for access to AA, despite having to vacate her property to allow works to start. I think this would've caused avoidable distress and inconvenience.

Mrs G mentioned the Equality Act 2010, but it's not for the Financial Ombudsman Service to determine whether Ageas is in breach of this law, as that's for the courts to decide. But where relevant, we will take the Act into account, amongst other things, when considering what's fair and reasonable. Under the Act, businesses have a duty to make reasonable adjustments for those who are disabled.

Ageas' notes show it acknowledged Mrs G's daughter's needs when the claim was logged, and it offered to arrange a bathroom booth in line with the terms, so Mrs G, her daughter and her pets could remain at the property. But because Mrs G said a booth was not suitable for their circumstances, Ageas agreed to arrange AA. So I think Ageas acted reasonably to accommodate Mrs G's circumstances.

Ageas said sourcing AA was a challenge given Mrs G's requirements and the hotels in the locality being fully booked. This is supported by Mrs G's statement that her area is isolated with very few hotels and most are booked up, with no cat friendly options. With this in mind, and because the works were anticipated to last a few weeks at most, I don't think Ageas acted unreasonably in arranging AA in the hotels it did, and in carrying out works while her pets remained at home. I think it tried reasonably to accommodate Mrs G's needs, along with her daughter's, in the circumstances, so I don't consider it acted unfairly. And because Ageas didn't cause avoidable delays, I don't consider it was responsible for any loss of income Mrs G experienced as a result of being in AA for the duration of repairs.

AA Mrs G paid for

Mrs G said she had to arrange and pay for her own room in a local hotel for a night. I'll refer to this hotel as KH.

As outlined above, the evidence shows Ageas provided AA between 4-28 October 2023. Ageas' notes suggest Mrs G had an issue with one hotel due to reception issues on her mobile and problems with toilet roll, but I don't think it would've been reasonable for Mrs G to leave this hotel for those reasons, and incur costs, without it being agreed with Ageas.

In any case, Mrs G referenced paying for her stay at KH. But I've not seen evidence from her to show she paid this. And Ageas provided evidence to show it was invoiced by its agent for the stay in this hotel for one night, between 7-8 October 2023.

Ageas said it reimbursed all hotel costs on proof of receipts – this is supported by the invoices from its agent for the hotel stays. And for the reasons outlined above, I haven't seen sufficient evidence for me to direct Ageas to make a further payment to Mrs G for AA she paid for.

Disturbance allowance (DA) – Mrs G's partner

Mrs G is unhappy Ageas hasn't agreed to pay DA costs for her partner. She's said he was a resident at her address.

DA costs are not strictly covered under the terms of Mrs G's policy. But our service thinks it's fair and generally good industry practice for an insurer to cover the reasonable additional costs a consumer incurs due to the type of AA they've been rehoused in. Mrs G stayed in hotels, and the additional costs included eating out, because there were no cooking facilities.

DA costs are therefore linked to the AA cover, and as outlined above, the AA cover under the terms was for her family. Family is defined in the policy as "anyone who permanently lives with you but isn't a lodger or other paying guest". So I think it's fair for Ageas to limit any DA cover to those who fit this description.

In Mrs G's renewal invite of June 2023, she was asked to disclose any material information, such as any new occupants of the property. I can't see that Mrs G disclosed any new occupants, and her statement of insurance in July 2023 stated the number of adult occupants was two (representing Mrs G and her daughter).

So, because the EOW (date of loss) occurred shortly after this, I don't think it was unreasonable for Ageas to require evidence from Mrs G that her partner was a permanent resident, prior to the date of loss. Mrs G provided a copy of an email dated after the date of loss, and Ageas' notes indicate she provided a phone bill from after the date of loss. In the circumstances, I think Ageas acted reasonably in saying this wasn't enough to show Mrs G's partner was a permanent resident. So, in the circumstances, I think Ageas has acted fairly in refusing to pay DA costs for Mrs G's partner.

DA costs for Mrs G and her daughter

As outlined above, our service thinks it's fair for an insurer to cover reasonable additional costs a consumer incurs, including for eating out. So, this would be a reasonable contribution to recognise the additional cost.

Mrs G wants Ageas to pay £2,309.93 for the period 4-28 October 2023, when she was in AA. I've seen some of her receipts, and they are a mixture of costs for three people, some usual grocery costs (such as milk and tissues), some without a breakdown of costs and others that include the costs of alcohol. So with this in mind, and the amount Mrs G has requested, for a period of less than one month, I'm not persuaded this amounts to reasonable additional costs Mrs G incurred, so I won't direct Ageas to pay this.

I've outlined above why it's fair for Ageas not to pay DA costs for Mrs G's partner. But it agreed to pay £15 per person, per day, for Mrs G and her daughter. In the circumstances, I think this offer was fair.

However, Ageas paid Mrs G £630, which only covers the period 4-24 October 2023. Ageas has now agreed to pay a further £120, with interest, to cover the dates 25-28 October 2023. And for the reasons outlined above, I think this is fair. So this is what I intend to direct Ageas to pay.

Mrs G also claimed for excess mileage costs. Ageas said it hasn't seen evidence of these costs, but agreed to review this, if Mrs G can provide this evidence. I think this is

fair, so I intend to leave it to Mrs G to send this evidence directly to Ageas.

Damage by Ageas

Mrs G said Ageas caused damage during its works. She said Ageas didn't leave the shower screen fittings or seals so it was unusable and had to be replaced. I've explained above why it was reasonable for Ageas to leave the shower screen so it could be refitted after the uninsured damage was repaired. And Ageas' notes show it discussed and agreed costs with Mrs G's contractor, A, in October 2023 which included costs to rehang the shower door.

This cost was included in the payment Ageas made to Mrs G in October 2023. But I can't see A raised concerns at that time that the shower door couldn't be refitted, and this is only mentioned in A's report of January 2024, just under three months later. So I think this meant Ageas was unable to review if refitting of the existing door was still possible. And I've not seen sufficient evidence to persuade me this was not possible. For these reasons, I don't intend to direct Ageas to cover the cost of a replacement door.

Mrs G also said Ageas caused damage to the basin during its work. But as above, I can't see that Mrs G's contractor, A, raised this with Ageas in October 2023, when they agreed costs that included refitting the sanitaryware. And I can't see that A raised the need to replace the basin until the report of January 2024. I've not been given pictures of the damage, and overall, I'm not persuaded Ageas caused damage to the basin that meant it needed to be replaced. So I don't intend to direct Ageas to cover the cost of a replacement.

Mrs G also said Ageas caused damage to her bathroom door and a curtain pole, but I've not seen any evidence to show Ageas did work to these items, or any work that meant damage was likely to be caused to them. So on balance, I'm not persuaded Ageas caused damage to them, and I don't intend to direct Ageas to cover the cost to repair or replace these items.

Ageas did claim in its final response that its contractor reattended Mrs G's property to view the alleged damage, but it's since confirmed this didn't happen. So I think Ageas gave Mrs G misleading information that would've caused her some distress.

Fair compensation

It's apparent that the EOW and resulting claim have had a significant impact on Mrs G and her daughter, and I'm sorry to hear what they've been through. Though it's also the case that claims of this nature will inevitably involve a significant amount of disruption. And I've explained above why I think Ageas acted reasonably to minimise the impact of this. So I've taken this into account when considering what's fair.

I've outlined above why I think Ageas' actions on the day works started, and the misleading information it provided about reattending, would've caused Mrs G distress and inconvenience, with the impact being greater due to her specific circumstances. But I think the £300 compensation the Investigator recommended is fair and reasonable in the circumstances, so this is what I intend to direct Ageas to pay."

Ageas accepted my provisional decision. Mrs G said she accepted the provisional decision in principle, but she raised a number of points she said were inaccuracies that first needed to be addressed.

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.

Non-insured damage

Mrs G said the issues raised in A's report were communicated to Ageas at the outset by phone. She felt A had the requisite experience and expertise to determine whether there was water damage.

I explained in my provisional decision that I considered the photos provided by Ageas supported its comments on uninsured damage to the wall. And I explained that I found Ageas' comments supported by its pictures, to be more persuasive in the circumstances.

I've not seen evidence to show that A told Ageas the wall wasn't damaged, or works to the wall were not necessary. And I explained that the evidence shows Ageas paid Mrs G the full cost of the works agreed with A in October 2023, and this included costs for works to the damaged wall.

How Ageas left the bathroom

Mrs G said Ageas left the bath unsecured, despite being told it was left in a useable state. She said I'd trivialised this fact.

I explained in my provisional decision that the costs Ageas agreed with A included refitting the sanitaryware and rehangng of the shower door. So I considered it was reasonable for Ageas to not fully install the bath or shower door on the basis A would need to remove and reinstall them during its works.

While I note Mrs G's point about the assurances she was given, I've explained that in covering the uninsured works, even though it wasn't required to, and in paying for Mrs G to stay in AA for the duration of A's work to make the bathroom usable, I think Ageas acted reasonably to minimise the impact on Mrs G. So even if she was assured the bath or shower were usable when they weren't, I think Ageas made sure she wasn't left in a position where she had to use them before A completed the necessary works. So, I think Ageas acted fairly.

Outstanding work

Mrs G said Ageas didn't finish the work to repair the insured damage and hadn't made contact with her to pick up the outstanding work after A finished his remedial works.

I said in my provisional decision that I intended to direct Ageas to make contact with Mrs G to establish if there are any outstanding works relating to the insured event and rectify this if necessary. Ageas agreed to this, and I see no reason to change this direction.

Visit of Mrs G's property

Mrs G reiterated that Ageas didn't attend to inspect the damage to the bathroom door or basin and stand. She said Ageas didn't show it had attended, and if it had, this would've been without her knowledge and consent.

I explained in my provisional decision that Ageas accepted it didn't attend to inspect the damage, as claimed in its final response. So I said I thought Ageas gave Mrs G misleading information which would've caused her some distress.

Mrs G said I made an assumption about Ageas attending, but as outlined above, I've said I think Ageas misled her when it said it attended, because it accepts it didn't.

Damaged items

Mrs G said Ageas (through its contractor) was the only party to take the bathroom door off its hinges. But having reviewed the available information, I've not seen sufficient evidence to persuade me Ageas did any work to the door, or any work that meant damage was likely to be caused to it. So on balance, I'm still not persuaded Ageas caused damage to the door.

Mrs G said the damage to the basin was raised at the time. I can see she did raise this with Ageas in October 2023, but as outlined in my provisional decision, I can't see that her contractor, A, raised this with Ageas at that time. This was despite discussions taking place between Ageas and A for costs including refitting of the sanitaryware. It remains the case that I don't think A raised the need to replace the basin until the report of January 2024. And overall, I've still not seen sufficient evidence to persuade me Ageas caused damage to the basin.

Mrs G said Ageas disposed of the shower door fittings so it was unable to be refitted. She said this was raised with Ageas at the outset. I've not seen evidence to show that A told Ageas the door couldn't be refitted, during their communications in October 2023. Again, this is despite the costs including work to refit the shower door. And I can't see that A raised this until its report in January 2024. So I still don't consider it fair to direct Ageas to cover the cost of a replacement shower door.

AA

Mrs G referenced Ageas' initial failure to make AA arrangements when it first attended the property. I explained in my provisional decision that Ageas accepted its shortcoming on this day, and this left Mrs G waiting for access to AA, despite having to vacate her property. And I agreed this caused her avoidable distress and inconvenience.

AA at KH

Mrs G said she had to stay one night at KH on a Saturday because Ageas failed to make arrangements for that day.

In her statement of claim document, submitted to our service, Mrs G said she was charged for her stay at KH, and in outlining the compensation she was seeking, she told us she was seeking £175 for the one-night stay, including breakfast and an evening meal.

I've not seen evidence from Mrs G to show she paid for her stay at KH, in line with the above. I explained in my provisional decision that Ageas said it reimbursed the hotel costs, and it provided an invoice from its agent to show it was invoiced directly for the one-night stay at KH.

So even if Ageas hadn't made arrangements directly, in agreeing and arranging to pay the costs for this stay, despite the uninsured damage as outlined above, I think it acted fairly.

Food costs

Mrs G said she supplied evidence of food costs. I don't dispute this, and I've not said she didn't supply evidence.

In my provisional decision, I explained that having seen her receipts, I was not persuaded

the amount she requested (£2,309.93), for a period of less than one month, amounts to reasonable additional costs. And it is for the same reason that I still don't intend to direct Ageas to pay this, or pay more than it has agreed to pay Mrs G already, under the disturbance allowance.

Excess

Mrs G said she paid an additional premium to cover her policy excess.

Mrs G first raised this following the Investigator's view in October 2024, so it doesn't form part of the consideration under this decision. Ageas has said Mrs G doesn't hold an excess protection policy under which Ageas provides cover, so it has advised that Mrs G contacts her broker, or review her excess protection policy documents, for details on how to make a claim under this cover. If Mrs G is unhappy with this, she can complain directly to the business she feels is responsible.

For the reasons outlined above, I've come to the same conclusions as I did in my provisional decision.

My final decision

My final decision is that I partially uphold this complaint. I require Ageas Insurance Limited to:

- Pay Mrs G £120 for the outstanding disturbance allowance costs. Ageas should add interest to this amount at the rate of 8% simple per year, from 28 October 2023 to the date of settlement*.
- Make contact with Mrs G to establish if there are any outstanding works relating to the insured event, and rectify this if necessary.
- Pay Mrs G £300 compensation.

* If Ageas considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mrs G how much it's taken off. It should also give Mrs G a tax deduction certificate if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 24 March 2025.

Monjur Alam
Ombudsman