

The complaint

Mrs M complains about Ageas Insurance Limited's handling of her buildings insurance claim.

Mrs M is being represented in her complaint by Mr M.

All references to Ageas also include its appointed agents.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my decision.

What my decision doesn't consider

In my decision, I can only consider the actions of Ageas in its handling and involvement in Mrs M's claim. I understand there are other parties involved in the claim such as the management company of Mrs M's rental property (S) and the broker who arranged the policy on S's behalf (C).

However, having reviewed matters I'm satisfied neither of these parties were acting on behalf of Ageas, so I won't be commenting on their actions and any references to them in my decision are only for the context of answering this complaint.

Mr M has questioned whether Mrs M has a contractual relationship with C. However, this is a matter Mr M will need to take up with S and C directly. And again, this isn't something I will comment on here.

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 agree with the conclusions reached by the investigator for these reasons:

- Mrs M said she submitted the claim in April 2022. However, I can see from correspondence that it wasn't until June 2022 Ageas received an email from C to notify them of the claim. So, while C, and most likely S, would have been aware of the claim from April 2022, I've seen nothing that shows Ageas were aware until June 2022.
- Three quotes were submitted to Ageas within the claim. Ageas indicated to C it was happy to accept the most cost effective and asked for further information to be submitted regarding water damage to the bathroom. I can see Ageas didn't receive this until July 2022, over a month later. But it approved costs for it on the same day.
- So, I'm not persuaded Ageas are responsible for any delays between April and July 2022.
- Mr M indicated it was known a loss of rent claim was being made as early as May 2022. From reviewing correspondence, I can see Ageas were made aware of a claim

for loss of rent by C at the end of July 2022. But I've not seen anything that persuades me Ageas was made aware before this date.

- Insurers will sometimes settle claims up to a certain value, without the need for further validation – this isn't unusual. But because the claim for loss of rent significantly increased costs, Ageas appointed a loss adjuster to validate the claim. I don't think this unreasonable in the circumstances, and I don't think there was a delay caused by Ageas here as I'm satisfied it wasn't aware of the loss of rent claim until July 2022.
- Ageas inspected the property and provided its report in August 2022, in around 3 weeks of being made aware of the addition of the loss of rent claim. I think this was done within a reasonable timeframe. However, Ageas concluded the scope of works submitted to it previously was incomplete, and further work was required. Ageas agreed to increase its settlement as a result.
- I understand Mr M feels Ageas have caused delay here by not reviewing the work submitted with the original quotes. But the contractors that provided these quotes were not sourced by Ageas, or acting on its behalf, so I don't think Ageas should be held responsible for this.
- In making a claim, the policyholder needs to present that they have a valid claim. A claim was presented to Ageas and it took a commercial decision to accept one of the quotes without need of validating it further – which it is entitled to do. The quotes were prepared and presented by professionals, so I don't think it was unreasonable for Ageas to trust they would be accurate.
- While I can understand Mr M's frustration, I don't think Ageas are responsible for causing any delays in respect to this. And in adding the work required and agreeing to meet these costs, it's done what I would expect it to.
- After agreeing the additional costs for works, I can see Ageas made C aware it was waiting for a copy of Mrs M's tenancy agreement. I can see this was provided to Ageas in September 2022 and cost approval was finalised.
- There was a discrepancy in the settlement provided for loss of rent, with some months omitted from the final amount. This appears to be the period before Ageas were made aware of the claim (April to June 2022) and had not been accounted for on its system.
- Ageas rectified this to extend the cover to April 2022. It also offered Mrs M £50 compensation for the inconvenience caused. I can appreciate why this would have been frustrating and I agree this could have been rectified quicker than it was. But in the circumstances, I think Ageas' offer of compensation is fair in recognising the inconvenience its actions caused.
- There were also issues with payments initially being made to S rather than to Mrs M directly. Mrs M has said it took around a month for the money to be provided to her via S. I can understand this would have added further to Mrs M's frustration, but Ageas has to ensure payments are made to the policyholder, which in this case is S. I can see Ageas later obtained authorisation for these payments to be made straight to Mrs M and this took some time. But again, from reviewing the information available to me I think Ageas acted in a timely fashion in actioning matters when it received the authority – and I can't see anything that persuades me it was responsible for a delay here.

So, for these reasons, I do not uphold this complaint.

My final decision

My final decision is that I do not uphold Mrs M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 4 December 2023.

Michael Baronti
Ombudsman