

The complaint

Mr W complains about the way Ageas Insurance Limited handled claims under a Prime Let home insurance policy.

Reference to Ageas include their agents.

What happened

1. The background to this longstanding dispute is known to all parties, so I won't repeat it in detail here. Mr W has provided detailed submissions to support a number of complaints he's raised about Ageas and has asked our Service to review each matter individually.
2. In this decision, I'll summarise my understanding, but will mainly focus on giving the reasons for my decision. If something hasn't been addressed specifically that doesn't mean it's been overlooked or ignored – I've considered everything all parties have told us. This isn't meant as a discourtesy, it simply reflects the informal nature of our Service.
3. In summary, Mr W owns a property that's been converted into self-contained flats. He rents a flat to a tenant. He submitted three claims to Ageas between 2019 and 2020 after water damage occurred to the self-contained flat rented by a tenant. This resulted from renovation works at a neighbouring property. Mr W's property he resides in wasn't impacted.
4. A third claim was for roof damage Ageas initially accepted, but later declined several months later.
5. Mr W and Ageas have been corresponding throughout this time, but the property remains damaged and unable to be rented to tenants. Many complaints have been raised and Mr W doesn't consider Ageas have adequately addressed them and muddled them up. Mr W has a cognitive disorder and says Ageas failed to take appropriate steps to adjust the way they communicated with him.
6. When works did get underway, there were several issues with the way in which Ageas conducted them. These issues caused avoidable delays and resulted in Mr W having to send many emails to keep things on track. Mr W was also asked to pay for things that were covered by the policy, and this caused further delays.
7. Ageas reviewed the complaints raised by Mr W throughout the time the claims were running.
8. They responded in July 2022 with their final response letter. They said they provided Mr W with poor service, failed to adjust their communication at times, and acknowledged the lack of progress. To put things right, they paid Mr W £1,300 compensation for the distress and inconvenience caused. They also said a loss adjuster would get things back on track and progress matters to settlement.

9. Mr W told Ageas he wasn't happy. He says they've discriminated against him due to his cognitive disorder, and how he's been treated throughout was deliberate. So, he asked our Service for an impartial review.
10. The Investigator considered the complaint but didn't recommend Ageas take further action. While he acknowledged Ageas had made multiple failings, he thought £1,300 compensation was fair and reasonable in the circumstances considering what had happened up until their July 2022 final response letter.
11. Mr W didn't agree the compensation amount went far enough to recognise the impact on him and his family. Since the Investigator's review of matters, a number of points have been raised by Mr W and responded to by the Investigator. Mr W also says our Service should consider matters he's complained about that occurred after Ageas' July 2022 final response letter – as the property remains damaged and empty. The Investigator directed Mr W to raise new complaints with Ageas.
12. As the matter couldn't be resolved by the Investigator, the case was 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.

13. Our Service and our remit

14. We're an informal dispute resolution service. We're able to consider matters a customer and respondent business haven't been able to resolve themselves. Our role is not to handle or oversee claims, but to consider whether things have gone wrong and provide an unbiased answer about what's happened.
15. Further, our Service can only consider matters the respondent business has had the opportunity to consider in the first instance. In this case, Ageas responded to matters complained about by Mr W, in July 2022. Therefore, matters that occurred after this date do not form part of the scope of this decision. I'll return to this later in my decision.
16. A number of complaint points have been raised. And in keeping with our Service's informal nature, I will not be addressing each point Mr W is unhappy about. That's not our role. But I have considered everything that happened up until July 2022. And it's my role to decide whether I find Ageas took reasonable steps to put matters right, or if they need to do more.
17. It's unhelpful to list all the failings and the different ways Mr W was impacted – with an associated cost for each one. Our approach is to consider all the circumstances and decide what we think fairly and reasonably puts matters right. That's the approach I've taken here.

18. Ageas' failings, the impact on Mr W, and compensation

19. Mr W had a terrible time of things – that isn't disputed. And it's fair to say Ageas let him down here. They should have handled matters much better at times, and with a higher level of customer service. The claim incidents Mr W reported to Ageas seem – on the face of it – relatively routine water damage incidents. There doesn't appear to be any good reason why things needed to run on for this long, leaving the property in

a state of disrepair.

20. It's my view the claims were handled poorly overall which is why issues are still running. Mr W was subjected to significant delays, poor service, and Ageas failed to take reasonable steps to adjust the way they communicated with him frequently, amongst other things. Mr W's felt the need to raise a significant number of complaints throughout this time in an attempt to keep things on track – which it's clear Ageas failed to do.
21. Ageas' July 2022 final response letter says a loss adjuster would ensure the claim progressed quickly and as smoothly as possible while keeping Mr W updated. This should have happened from the outset but didn't. And I've seen Mr W was left chasing and complaining but matters are no further forward.
22. So, overall, I do acknowledge there were multiple failings – all parties accept that. And I think Mr W should be compensated for the impact these failings had on him. Mr W also told us the way he's been treated by Ageas has exacerbated the impact of his cognitive disorder.
23. Therefore, it's my view Ageas' failings caused serious disruption to Mr W's daily life. Having to frequently chase for things to happen over a prolonged period will have no doubt been distressing, upsetting, and inconvenient. And despite his efforts to keep things on track, no real meaningful progress was made to get the property back to its pre-loss condition.
24. It's also my view the impact of the outstanding property damage over a prolonged period was mitigated by the fact damage was located within a self-contained flat Mr W didn't reside in. The policy is designed to help mitigate the impact on Mr W somewhat by covering the loss of rent that would have been received but for damage occurring. And – despite some timeliness issues with these payments – I've seen Ageas paid Mr W a total of £28,860. The claim file shows payments were made between August 2020 up to June 2022.
25. Mr M says he lost rent for 9 months in 2020, 12 months in 2021, and I'm considering the payments up to Ageas' July 2022 final response letter. As mentioned above, the last payment was in June 2022 for £4,200. The rent received by Mr M was £1,050, so I'm not satisfied that, on balance, the evidence shows Ageas failed to cover the loss of rent over the period in which I'm considering in this decision.
26. Ageas acknowledged not all appropriate steps were taken to accommodate Mr W's communication requests. Some responses were sent to Mr W in the way he requested they communicated with him due to his cognitive disorder, but other responses weren't. As such, they accept they provided poor service in this respect.
27. Mr W doesn't see it as poor service. He thinks that what Ageas has done and how he's been treated goes beyond poor service. He feels discriminated against due to Ageas' failure to appropriately communicate with him. He requested they respond under each of his points which I've seen didn't always happen.
28. Mr W also says the only conclusion he can draw from this experience is Ageas deliberately treated him unfairly due to his cognitive disorder, and to the halt the claim.
29. Mr W is complaining here that Ageas failed to make reasonable adjustments for him. In other words, they've failed their duty to make reasonable adjustments under the

Equality Act 2010.

30. Our Service doesn't have the power to decide whether Ageas has breached the Equality Act 2010. But I've taken the Equality Act 2010 into account when deciding this complaint – given that it's relevant law – when deciding what's fair and reasonable.
31. In concluding this part of my decision, I should explain I accept Ageas were responsible for multiple failings that caused Mr W to experience a level of distress and inconvenience – over and above what's naturally expected following water damage to a rental property. Mr W says the way things were handled impacted his health which I've also considered when considering compensation.
32. Overall, while I accept Mr W had a terrible time of things, I find £1,300 compensation to be fair, reasonable, and proportionate here. I acknowledge Mr W endured poor service for a long period, but I've also kept in mind the property damage was isolated to a self-contained flat Mr W doesn't reside in. A factor I think would have somewhat mitigated the impact the lack of progress and poor service had on Mr W.
33. Mr W says Ageas haven't covered his financial losses correctly
34. The tenant contributed to council tax and utility bills when they lived in the flat. Mr W thinks Ageas should cover these costs. But there is no provision for these costs under the policy, so I don't find Ageas should cover these.
35. He says Ageas failed to provide the correct energy refund while drying machines were in the flat. Generally, what tends to happen here is a policyholder submits evidence of additional usage costs, and an insurer reimburses the difference. In this case, it seems Ageas provided Mr W with a proactive refund which I don't think was unreasonable. But Mr W says he's not had sight of the calculation they used, and the refund was too low. Mr W would need to evidence the usage refund was too low for the period up until July 2022. If it was, he should share this with Ageas to cover any shortfall.
36. He says Ageas owe him credit card interest. But he also says this was paid to him previously and so it's not entirely clear what period or interest amounts Mr W is referring to that are still owed to him.
37. So, if credit card interest owed to Mr W by Ageas remains outstanding for the period up until July 2022, Mr W should provide Ageas with evidence for them to consider further, and settle accordingly, if appropriate.
38. Matters that remain outstanding following the July 2022 final response letter
39. Returning to my earlier point regarding matters Mr W is unhappy with following Ageas' July 2022 final response letter.
40. A new complaint has been raised broadly covering the following points:
 - Delays in works commencing and a lack of contact.
 - A lack of response concerning the repair works and a Data Subject Access request.
 - An electrician should have attended the property, but a year has passed since and that hasn't happened. And that tap tails have not been changed.
 - A breakdown of the monies paid to Mr W as part of the claims hasn't been provided.
 - Ageas damaged the kitchen, lost parts of it, and it was unfair for Mr W to be told he

- needed to contribute 50% towards a replacement kitchen.
 - Ageas damaged carpets, worktops, and the cooker hob by failing to protect them during works.
 - Outstanding payment is owed for rent, utilities, and council tax, for the period following the July 2022 final response letter.
41. These matters have not formed part of the scope of this decision, for the reasons I've set out above (under paragraph 15).
42. Conclusions
43. For the reasons I've set out above, while I acknowledge Mr W had a terrible time of things, I find £1,300 compensation to be fair, reasonable, and proportionate in the circumstances of this complaint.
44. I accept my decision will come as a disappointment to Mr W. But it ends what we – in attempting to informally resolve his dispute with Ageas – can do for him in this particular case.

My final decision

For the reasons I've given above, my final decision is I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 8 January 2024.

Liam Hickey
Ombudsman