

## **The complaint**

V has complained about the way Ageas Insurance Limited has handled its claim under its buildings insurance policy.

V is represented by Mr K.

## **What happened**

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

Having done so, I agree with the conclusions reached by the investigator for these reasons:

- Ageas hasn't provided any compelling evidence to show that the outstanding work required to V's property wasn't as a result of the flood that occurred. Therefore, I agree with our investigator that Ageas should reimburse what V paid to have it completed, plus interest.
- I think the delay in this work being completed was due to poor claim handling by Ageas and its loss adjuster and this left V with no choice but to charge its tenant a reduced rent. So, I think Ageas should cover this shortfall. It should also pay interest on this reduction because it is a loss of income to V and it needs to be compensated for this.
- I agree Ageas's poor handling caused V inconvenience and that the £250 it has offered in compensation for this is fair. This is in addition to the £250 in compensation Ageas appears to have paid following its final response letter in February 2022.
- I appreciate Mr K has suffered distress and inconvenience personally, but I cannot make an award for this, as the complainant in this case is V.

## **Putting things right**

For the reasons set out above, I've decided to uphold V's complaint about Ageas and make them do the following:

- Reimburse what V paid to have the repairs completed to its property, subject to V providing a copy of the invoices for this. This includes all building/redecoration work and the work V had carried out by an electrician.

- Pay interest on the amount due for this work at 8% per annum simple<sup>1</sup> from the date V paid the invoice to the date of payment.
- Pay V loss of rent of £200 per month from the date of Ageas' last payment for this, to the date Mr K paid his contractor to complete the works to his property. Ageas must also pay interest on each £200 payment at 8% per annum simple from the date V received each reduced rental payment in this period to the date of actual payment.
- Pay V £250 in compensation for inconvenience. This is based on what it offered as additional compensation in November 2022. So if it has paid any part of this, it can deduct it.

### **My final decision**

I uphold V's complaint about Ageas Insurance Limited and order it to do what I've set out above in the 'Putting things right' section.

Under the rules of the Financial Ombudsman Service, I'm required to ask V to accept or reject my decision before 5 January 2024.

Robert Short  
**Ombudsman**

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<sup>1</sup> Ageas must tell V if it has made a deduction for income tax. And, if it has, how much it's taken off. It must also provide a tax deduction certificate for V if asked to do so. This will allow V to reclaim the tax from His Majesty's Revenue & Customs (HMRC) if appropriate.