

The complaint

Mrs M is unhappy with Ageas Insurance Limited's (Ageas) handling and partial decline of claims she made under her building insurance policy.

Where I've referred to Ageas, this also includes any actions and communication carried out by agents acting on Ageas' behalf.

What happened

Mrs M has a building insurance policy underwritten by Ageas. Mrs M made a claim for water damage to units in her utility room and to her floor tiles.

Ageas accepted and cash settled the claim for water damage to the utility room. But they declined to cover the tiles under this claim, as they didn't conclude they were damaged by the escape of water. Ageas said a separate claim would need to be made for the tiles.

During the claim, Mrs M complained that Ageas' agent damaged her door and she asked for it to be repaired or replaced. Ageas didn't agree their agent was responsible and issued a final response outlining this in June 2022.

Ageas also declined the separate claim made for the tiles, as they said no insured event had occurred.

Mrs M raised further complaints with Ageas about claim delays, the decline of the tiles claim and that a loss adjuster wasn't appointed. Ageas addressed these in final responses letters in November 2022 and January 2023 and follow up communication. In this, Ageas maintained the tile claim decision, and that the third party they appointed was appropriate, but they paid £100 compensation for delays which had occurred.

As Mrs M remained unhappy, she approached this service.

One of our investigators looked into things. She said the complaint about the alleged damage to Mrs M's door had been brought to this service too late, so she said she couldn't consider it as it fell outside our jurisdiction.

For the parts she could consider, the delays, claim handling and the tiles, she upheld this in part. The investigator recognised there were delays, but she thought the compensation already offered was fair. She also didn't think it was unreasonable for Ageas to appoint a claims management company rather than a loss adjuster.

But the investigator said that whilst Ageas hadn't acted unfairly by declining the tiles in relation to the escape of water claim, Mrs M had accidental damage cover, but Ageas hadn't considered it against this insured event under the policy. So, she said Ageas should reconsider it against this insured peril to see if there was cover for the tiles. She also said Ageas should pay a further £100 compensation for not doing so earlier.

Ageas agreed with the investigator's recommendations. Mrs M didn't agree. As an agreement couldn't be reached, 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.

I've decided I can't consider Mrs M's complaint about the alleged door damage, and I've written to both parties separately about that. This final decision relates to the complaint points I can consider, the claim handling and delays, and the decline of the floor tiles part of Mrs M's claim, as these complaints were brought to us in time.

Broken floor tiles

Mrs M initially said the floor tiles had been broken during the escape of water which damaged the utility room (which Ageas accepted and settled). However, Ageas didn't conclude there was any damage to the tiles consistent with being caused by the escape of water, so they declined it under this part of Mrs M's claim.

Having considered all the information provided, I agree with Ageas' position here. This is because I haven't seen any evidence to demonstrate the tiles were cracked solely due to the escape of water. So, I don't think Ageas acted unfairly by declining them under this part of Mrs M's claim.

After the tiles were declined under the escape of water claim, Mrs M and Ageas later entered into some discussion that the tiles *could have* been damaged during a previous furniture delivery she had. But Ageas said an insured event under Mrs M's policy hadn't occurred, and they said Mrs M should contact the delivery company directly about this instead.

However, our investigator noted that Mrs M had extended accidental damage cover under her policy. And whilst this had been mentioned during the claim, Ageas hadn't fully considered whether the tile damage was covered under this part of Mrs M's policy.

Accidental damage is defined as:

"An unintentional and unexpected one off incident that causes damage to your buildings and contents."

So, if the delivery company did cause this damage, then Mrs M *may* have a potential claim under this section of her policy, subject to the remaining policy terms and conditions.

But this peril and policy coverage hasn't been considered properly by Ageas yet. Therefore, our investigator said Ageas should reconsider the broken tiles under this part of the policy and the remaining terms to establish if the claim is covered. I think that's fair and reasonable in the circumstances, so I'll be directing Ageas to do this.

I also agree with the investigator that Ageas should have done this much sooner. And I also think the additional £100 compensation they recommended (and Ageas agreed to) is reasonable for the inconvenience caused to Mrs M by not considering her claim for the damaged tiles against all potential policy coverage sooner.

Claim handling and delays

Ageas accepted that there had been some delays in Mrs M's claim. Ageas outlined that whilst they were responsible for some of the delays, at some points, they were also awaiting information from Mrs M. But they recognise there were also occasions where the information provided by Mrs M wasn't reviewed which caused delays. Ageas offered £100 compensation for the shortfalls in the service they provided.

Having considered what happened during the claim, and that Ageas isn't solely responsible for all of the delays that occurred, I think the amount they've already offered for this is reasonable. Therefore, I won't be directing them to increase this for those delays, but as outlined above, I will be directing Ageas to pay a further £100 compensation for not considering whether there was any other cover for the tiles under Mrs M's policy sooner.

Mrs M says that Ageas should have provided a loss adjuster, rather than appointing a claims management company to manage the claim on their behalf. Mrs M says that she's been told by a third party that there is a requirement for a loss adjuster to be appointed in claims such as hers.

Whilst I note what Mrs M says, as explained by our investigator, it isn't unusual for an insurer to appoint claims managing companies, or other third parties who aren't loss adjusters, to validate a claim. A loss adjuster isn't a requirement, and it is down to the individual insurer who they appoint to validate and handle a claim on their behalf. Therefore, I don't agree with Mrs M that Ageas has failed requirements by not appointing a loss adjuster.

My final decision

It's my final decision that I uphold this complaint in part and direct Ageas Insurance Limited to:

- Reconsider the claim for the broken tiles under the accidental damage section of Mrs M's policy, and in line with the remaining terms
- Increase the compensation from £100 to £200

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 14 November 2023.

Callum Milne
Ombudsman