

The complaint

Mr P is unhappy with Ageas Insurance Limited ('Ageas') after a claim he made on his classic motor insurance policy.

Any reference to Ageas includes the actions of its agents.

What happened

The background and circumstances of this complaint are well known to both parties. Rather than repeat what is already known to both parties, in my decision I'll mainly focus on giving the reasons for reaching the outcome I have.

Ageas refused to pay Mr P's claim following the theft of a classic car as they said he'd been unable to prove his loss.

In summary, Ageas say Mr P hasn't been able to demonstrate that an insured event took place. As explained in their final response letter dated 8 October 2019, some of their main concerns (in summary) are about:

- There being no evidence of the restoration company used for the restoration works being registered with Companies House or any VAT registration;
- The payment terms for the restoration project which had an agreed budget of £140,000 – no payment was made until the work was completed;
- Mr P can't recall locations of any of the workshops where he says he visited the car during restoration; and
- This claim is very similar to a previous claim Mr P had for a stolen car in 2015 for which he was paid £150,000 under a separate insurance policy with a different insurer.

Mr P brought his complaint to our service for an independent review. Our investigator didn't recommend that the complaint be upheld.

The complaint has now been passed to me for a 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.

Where there's a dispute about what happened, I've based my decision on what I think is more likely than not to have happened in light of the evidence. Both parties will note I haven't commented in this decision on all of the extensive evidence provided – but I have carefully considered it.

It's my understanding from Mr P that separate possible police and legal action is ongoing in relation to some of the issues raised in this complaint. In coming to my decision, my role isn't to decide what's happened, or if the claim is legitimate. This also extends to deciding the role

of other third parties referenced in this complaint, for example; the car restoration company or the garage that is said to have carried out an MOT check on the car.

Normally my role in this type of complaint is to decide whether Ageas have fairly investigated and considered this claim inline with the policy terms – before reaching its decision. However, the starting point with any insurance claim is the policy holder (Mr P) has to be able to prove their loss (claim). This means Ageas needs to be reasonably satisfied that the loss and circumstances of the claim – including the restoration works of the car happened as Mr P has claimed.

Ageas have said Mr P hasn't been able to demonstrate that an insured event has occurred as he'd described. For clarity, this means Mr P hasn't been able to reasonably satisfy Ageas that the car bought in 2014 had been restored as described and was then valued at £180,000 after the restoration.

Ageas shared their concerns about the claim - which Mr P knows about and responded to via a legal representative. Given what I've seen and heard, I don't find the concerns of Ageas unreasonable or without basis. They also gave Mr P, in my opinion, fair additional opportunities to clarify some of the details of his claim.

Following further engagement with Mr P, various third parties including somebody said to be one of the owners of the car restoration company that restored Mr P's car prior to its theft, Ageas ultimately decided that Mr P hadn't proven his loss.

I find that as Mr P has been unable to satisfactorily clear up the discrepancies that surround this claim – including the restoration work, he's been unable to prove his loss and it follows that there's no claim for Ageas to consider. I don't find that Ageas have treated Mr P unfairly or unreasonably here.

My decision brings to an end what we – in trying to informally resolve Mr P's dispute with Ageas – can do for him.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 22 July 2021.

Daniel O'Shea
Ombudsman