

## **The complaint**

Mr R complains that Ageas Insurance Limited hasn't validated a claim he made on his policy for lost keys.

## **What happened**

Mr R contacted Ageas in July 2021 after he says he lost three car keys for different cars. Because Mr R had contacted Ageas out of hours, it wasn't able to provide him with assistance, and Mr R was told that if he felt the lost keys posed a security risk, then he would need to find an auto locksmith to help him. Ageas offered the contact details for an auto locksmith; however, Mr R found a different locksmith via social media.

Mr R went ahead and got replacement keys for the vehicles and received an invoice for the work. Mr R submitted a claim to Ageas to reimburse him for the cost of replacing the keys.

Ageas proceeded with validating the claim. However, it says it couldn't do this based on the information Mr R had provided. It said that the invoice it got from the locksmith didn't provide sufficient contact information for the locksmith used, so it wasn't able to validate the work. It also said it couldn't find any business page online for the locksmith. Ageas say that the invoice didn't contain the registration details for the vehicles that had the keys replaced – and so it couldn't be certain that the work on the invoice related to vehicles that belonged to Mr R, or one of his immediate family members at his address. Ageas also raised concerns that there was no guarantee for the work that had been carried out and no information about the parts that had been used.

Mr R says he contacted the locksmith to get an updated invoice, however they said that they had already carried out the work Mr R had asked them to do, and an additional invoice including the information Ageas wanted would cost an extra £39.99 per key – which Ageas said it wouldn't pay for.

In addition to this, Ageas raised concerns about some of the information Mr R had provided about the vehicles. It said that Mr R hadn't provided them with the most up to date V5 document for two of the vehicles, and he hadn't provided the V5 or insurance documents for the third vehicle. Given that Mr R hasn't provided the most up to date information, Ageas also asked for the insurance documents for the other two cars. But Mr R hasn't provided this to Ageas.

Ageas say it hasn't been able to validate the claim based on the information provided by Mr R so far, and so it hasn't reimbursed him for the cost of having the keys replaced. However, Ageas has said in its final response to Mr R that it would review its position on this if Mr R provides the information it has asked for.

Our investigator looked into things for Mr R, but they didn't uphold the complaint. They didn't think it was unreasonable of Ageas to question the information that Mr R had provided, and they didn't think that it was unreasonable of Ageas to ask for further information before it validated the claim. Because Mr R didn't give this information to Ageas, the investigator

didn't think that it had acted unfairly or unreasonably when it made its decision not to validate the claim.

Mr R didn't agree. Mr R feels that he is being asked for too much information in order for the claim to be validated, and he doesn't feel this is fair, and outside of the terms and conditions of the policy. Mr R believes that he has provided Ageas with sufficient information for his claim to be validated and approved.

Because Mr R didn't agree, the complaint has been passed to me to make a decision on the matter.

### **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 considered everything that has been provided to me by both parties, it is my decision not to uphold Mr R's complaint. I appreciate that this will come as a disappointment to Mr R, however I will explain my reasoning for this below.

In this decision, I will only look to see if Ageas has assessed the claim fairly up until it issued its final response letter, and in line with the terms and conditions of the policy.

Our investigator has already quoted the terms and conditions that relate to Mr R's claim. So I don't intend to quote these again. But essentially, they say that Ageas will request valid invoices/receipts for the work carried out. It will also request a copy of the V5. The terms and conditions also state that it may ask for more supporting documents at its discretion.

I've looked at the invoice Mr R gave to Ageas for the works carried out. Based on what I've seen, the invoice does seem to be missing information that Ageas would likely need to validate the claim.

Firstly, the invoice doesn't include the registration details of the vehicles worked on. I don't think it was unreasonable of Ageas to request that the locksmith provides an invoice with the registration of the vehicles. After all, it needed to be certain that the keys provided and programmed belonged to cars that were covered under Mr R's policy. I appreciate that Mr R has said that the new invoices would be at an additional cost to him, but I don't think it was unfair of Ageas to decline to pay for new invoices, given that this isn't a cost that's covered under the policy. And it was up to Mr R to provide valid receipts for the work in the first instance.

Ageas has stated that it attempted to contact the locksmith to validate the claim on the email address provided on the invoice, however it says it was returned as undelivered. I asked Ageas if it attempted to contact the locksmith at the address provided on the invoice, but it confirmed that the postcode provided wasn't valid. And so, I can understand why it didn't attempt to do this. In addition, the invoice provided doesn't have a contact number for the locksmith Mr R used. While I appreciate that Mr R has given Ageas a contact number for the locksmith, Ageas would need to be able to satisfy itself that it was indeed talking to the locksmith – the fact the number isn't on the invoice would make this difficult.

Ageas say it told Mr R that it would review his claim, despite it not being able to validate the locksmith, if he could provide Ageas with guarantees and receipts (for the parts) for the work carried out, but Ageas says it has yet to receive these from Mr R.

I appreciate that Mr R says that the issues with the invoice has stemmed from Ageas not notifying him of what the invoice needed to include when he first called up to notify it of the loss. But Mr R didn't ask this specific information, and I wouldn't have expected Ageas to have confirmed this where it wasn't specifically asked for. In any event, the information included in the invoice isn't enough to say that work was carried out on the vehicles Mr R has claimed for. I don't think this is down to something Ageas has done wrong.

Based on what I've said above, overall, I find that Ageas did make attempts to validate the work carried out by the locksmith, but it was unable to so.

Ageas noted that the V5 document supplied by Mr R wasn't the most recent V5 that had been issued. Mr R disputed this and said he had sent it the most up to date documents. I've researched this myself, and it appears that the V5 documents were issued on two of the cars after the ones supplied by Mr R. I know Mr R disagrees with this point, but whether this is the case or not, I don't find it unreasonable of Ageas to request additional information in order to satisfy itself that the costs Mr R was claiming for related to cars that were covered under the policy. The information Ageas has asked for is insurance documentation which ought be relatively simple for Mr R to provide.

Mr R feels that Ageas has requested information that goes beyond that noted in the terms and conditions of the policy. The policy documents state that it may request additional supporting information at its discretion, so I don't find that it has gone outside of the terms and conditions here. And I can't say that it has treated Mr R unfairly.

It follows that I don't uphold Mr R's complaint. I don't think Ageas has treated Mr R unfairly, and based on all the information I have seen, there isn't enough to evidence that keys were replaced for cars that were covered under Mr R's policy.

### **My final decision**

For the reasons set out above, I don't uphold Mr R's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 22 April 2022.

Sophie Wilkinson  
**Ombudsman**