

The complaint

Mr C's complaint is about Ageas Insurance Limited's decision to turn down a claim made under a contents insurance policy.

All references to Ageas include its appointed agents.

What happened

In January 2020, Mr C unfortunately suffered a burglary. He made a claim under his contents insurance policy provided by Ageas. He claimed for six watches and a coin collection amongst other items. Ageas appointed a jewellery specialist and a loss adjuster to validate the claim.

In November 2020, Ageas turned down Mr C's claim; it said this was due to a lack of substantial proof of ownership and concerns it had with the claim.

Following Ageas' final response, Mr C was able to obtain proof of purchase for one of the watches and Ageas agreed to settle it. But it maintained its position to turn down the remainder of the claim.

Mr C didn't agree and referred the complaint to our service. Our investigator looked at everything and recommended the complaint be partially upheld.

The investigator concluded Mr C hadn't shown sufficient proof of ownership for the coin collection, and as such it was fair for Ageas to turn down this part of the claim.

But the investigator concluded that on balance, Mr C had evidenced proof of ownership for three of the watches. And combined with his testimony and a photo which showed him wearing a fourth watch, they recommended Ageas settle the claim for all six watches Mr C claimed for.

Mr C accepted our investigator's findings. Ageas disagreed. It said it had enough evidence to agree settlement for one more watch but didn't accept there was enough evidence to settle the remaining watches. It said that it had been advised that all watches being claimed for had been bought in the last 3-4 years and as such the receipts from the stores they were bought from would still be readily available.

The complaint has now been 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.

Having done so, whilst acknowledging that this case is finely balanced, I agree with the conclusions reached by the investigator for these reasons:

Coin collection

- Based on the evidence provided, it seems Mr C was simply following Ageas' advice to provide photos of similar looking coins. So, on the face of it, I don't think Ageas' subsequent position in questioning the photos is reasonable. But overall, I do agree that given the estimated value of the collection, Mr C needed to provide more proof of ownership for the claim to succeed. So, I think Ageas has fairly turned down this part of the claim.

Watches

- Our service's general approach to contents insurance claims is that where a consumer has been able to provide evidence for most of the items they've claimed for, we would usually expect the insurer to settle the claim in full.
- Whilst I do understand Ageas' concerns with the claim, in the circumstances of this case I feel it's unfair for it to put Mr C to a strict burden of proof for each of the watches he's claiming for. I say this because Mr C has confirmed on a signed statement that some of the watches were gifts from relatives – so it's unlikely that he'll be able to provide further proof of ownership now.
- On balance, I'm satisfied that Mr C has shown some evidence of proof of ownership of four of the six watches. This includes photos of him wearing the watches, boxes, orders, and receipts. Mr C has supported this with further testimony when he spoke to our investigator which I am persuaded by. And the emails I've seen indicate that both Mr C and his broker made reasonable attempts to validate his ownership of the watches in the circumstances.
- So overall, I am persuaded that the loss Mr C is claiming for is in keeping with the type of watches he owned. And as I'm satisfied he's shown evidence for most of the watches he's claiming for, I think on the balance of probabilities it's most likely he owned the two watches he's been unable to provide evidence for.
- Therefore, to resolve the complaint, Ageas should make Mr C a fair settlement offer for the six watches he's claiming for.

For these reasons, I uphold this complaint.

My final decision

My final decision is that this complaint should be upheld. In order to resolve Mr C's complaint, Ageas Insurance Limited should:

- Settle Mr C's claim for all six watches he claimed for.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 28 June 2022.

Dan Prevett
Ombudsman