

The complaint

Mr M has complained about Ageas Insurance Limited's decision to decline a claim he made for the loss of items while away from home under his home insurance policy.

What happened

In June 2021 Mr M travelled away from home for a few days. While away he said he lost items that he had within one of two suitcases Mr M was travelling with.

Ageas investigated Mr M's claim and decided to decline it. It said his account was misleading and he hadn't been able to account for how the items were lost.

Mr M asked us to look at his complaint. Our Investigator thought Ageas should deal with the majority of Mr M's claim and so she recommended Mr M's complaint be upheld.

Mr M accepted the Investigator's view. Ageas didn't agree and asked for an ombudsman's decision.

I issued a provisional decision on 6 June 2022. I also intended to uphold Mr M's complaint but had reached a different outcome to the Investigator in relation to the items being claimed for.

Mr M accepted my provisional decision. Ageas asked for an extension of time to make further representations, which we agreed. As that time has now passed and Ageas hasn't provided any further information, the case has been passed back 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.

As I haven't received any new information, my final decision remains along the same lines as my provisional decision.

There have been detailed exchanges between Ageas, its agents and Mr M during the claim. My final decision focuses on the salient points.

Mr M's policy with Ageas says it will provide cover in the following circumstances:

"If you take your contents away from your home temporarily, within the UK, Channel Islands or Isle of Man, we'll still pay claims if they're lost, stolen or damaged."

Screenshots provided by Ageas show the limit under this cover term is £3,000.

Mr M described to Ageas the circumstances of the claimed loss in an online claim form in

June 2021. He said the purpose of his trip was to visit friends and to speak at events for a charity he supports. He said he took two suitcases with him: one for his clothes and one smaller one which contained one of two holdalls along with a carrier bag. One of the holdalls contained presentation materials for the charity talks. He said the other (lost) holdall and carrier bag included the following:

a ring, an antique pill box, a bracelet, cash, headphones, a chain, a watch, soap bag, shaver, protein powder, underwear, medication, vitamins, 3 mugs, 10 books, keyrings, place mats, a towel and tea towels, a teddy, a T-shirt, prints and postcards.

Mr M said he'd noticed at around 5pm on the day in question that the items were missing as he needed to take his medication. On the online form Mr M said it had taken until now – being five days after the event – to try and record everything as his concentration isn't great as a result of the medication he takes.

Mr M reported the loss to the police and posted on social media to see if the items could be found. He was able to obtain replacement medication at a local pharmacist.

Mr M said on the day in question he had changed accommodation. He had also visited several venues that day and used public transport. He retraced his steps but the lost items haven't been recovered. Mr M said he kept the suitcase with him at all times that day. He said he had opened and closed the small suitcase several times during the day. He doesn't know when the loss occurred. There was no sign of damage to the suitcase.

Mr M said that in the holdall was jewellery (a ring and a pill box) which belonged to his late father as well as his own valuables. He explained that he had previously put items of value in the holdall and locked it away in his room while carers were in the home he shared with his father before he passed away. Mr M said he didn't notice the items were still in the holdall until after he'd left home for his trip. He said the remaining jewellery was his own which he took to wear in the evenings.

Ageas instructed an interviewer which I'll call 'R' to interview Mr M. Just before the interview date – and around six weeks after Mr M first made his claim – Mr M contacted R to report additional items he said he realised were also lost. He listed a pair of prescription glasses, a designer pair of sunglasses, a designer pair of gloves and a ring that belonged to a late relative.

R asked Mr M if he had reported the additional lost items to the police or Ageas. Mr M said he hadn't yet as he wasn't sure which agency to contact, given there were a number involved in the claim: Ageas, the jewellery valuation agent, and R.

In August 2021 R reported that Mr M's account was consistent, but they had concerns about the validity of his claim. Mr M was able to provide some receipts. For the pill box Mr M wasn't able to provide any evidence. For remaining items Mr M provided photos.

R found it implausible that the items could have gone missing without Mr M noticing and while Mr M had the suitcase with him at all times during the day in question. R believed some of the photos had been staged.

Mr M told R some evidence of purchase or ownership had been destroyed in a previous flood. R questioned how this could be unless Mr M had kept receipts at ground level.

My understanding is that Mr M packed the holdall but didn't know there was some jewellery inside the holdall: being a ring and pill box. However, R's account suggests Mr M didn't realise he had packed the holdall in the suitcase. This didn't seem to make sense to R as

they believed Mr M would have noticed the holdall.

I can see from Ageas' notes on 6 August 2021 that it discussed this with Mr M. Mr M said he had various items with him including two suitcases, two holdalls, and a bag for a presentation stand.

In August 2021 Ageas rejected Mr M's claim. The reason it gave was that the photos provided had been checked and showed they had been taken the day before they were sent to Ageas.

Mr M immediately responded to confirm they were screenshots of original photos and sent the original photos to Ageas. Mr M raised a complaint about the handling of the claim and the length of time Ageas was taking.

Ageas accepted Mr M's explanation about the photos. But in September 2021 it didn't uphold his complaint. Ageas said Mr M had provided misleading information and hadn't been able to provide an explanation as to how the claimed items were lost.

I've considered the reasons R gave for their concerns. Some – including some which I haven't listed – are not relevant to Mr M's claim. The photos R says looked staged were taken a few years before Mr M made his claim. So I don't know how they could have been staged for the claim. I think Mr M's explanation as to why he didn't notice a couple of small items in the holdall while packing is plausible.

I've found Mr M's account to be consistent as to what he recalls on the day of the loss in June 2021. Mr M has said he doesn't know if the items were lost or stolen. He is unable to say because he doesn't know when on that day he lost the items. Ageas say it's unlikely that Mr M removed the items during the day and misplaced returning them to his suitcase. But I think it's plausible that this is what happened. Mr M reported the loss to the police on the same day.

In response to the Investigator's view, Ageas said it doesn't believe the number of items Mr M reported as lost could have fitted into a holdall – or into the small suitcase with the additional items Mr M said he was carrying with him.

I can see from the photos provided that the small suitcase is as Ageas describes – the size of a 'carry on' flight case. But as the holdall in question was lost, I haven't seen anything which shows what size the lost holdall was.

I think Mr M has provided a consistent account about the items he reported as lost on 15 June 2021 and at each stage provided a prompt and plausible reply to Ageas' questions. And so as things stand, I think Ageas should consider Mr M's claim for the items he reported as lost on 15 June 2021.

Ageas says that if it is asked to deal with Mr M's claim, the policy excludes cover for contents lost away from home that is; *"Anything taken out of your home to sell, display or exhibit"*

Ageas therefore says that the items Mr M included in his claim that fall under this category won't be covered.

I'm satisfied that Ageas is entitled to deal with Mr M's claim in line with the remaining terms and conditions of the policy which includes the above exclusion.

In July 2021 Mr M reported additional lost items to R. In his email he wrote:

"I have not sent this as I was going to ask if it's possible to add on to the items lost in (trip location inserted here) back in June 2021. Apologies, as over the weeks, I've given in to the fact the items must have been in one of the bags, as they are not here or in my 2 cases.

Mr M went on to explain that he was planning a trip in August 2021. He concluded:

"So in preparation I've went through my belongings again and these items are definitely gone. I understand if this is too long a gap to now add on to my ongoing claim, but felt it prudent to ask now I'm 99.99% sure they are missing."

Mr M reported the additional items to the police as soon as he received a response from R on 27 July 2021. I appreciate that Mr M says he experiences some side effects from the medication he takes which can affect his concentration. But I don't think Mr M has provided a persuasive account to prove the loss of these items are related to the claim he made in June 2021. It seems he believes as he hasn't been able to find them since the trip, they must have been lost. I don't think it's clear that Mr M is sure these items were packed for his trip. So I don't think Ageas needs to include these additional items in the claim I'm asking it to deal with.

My final decision

In line with my provisional decision, my final decision is that I uphold this complaint in part. I require Ageas to deal with Mr M's claim for the items he reported as lost on 15 June 2021 in line with the remaining terms and conditions of the policy.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 11 August 2022.

Geraldine Newbold
Ombudsman