

## The complaint

Mr H complains that his personal possessions insurer, Ageas Insurance Limited has unfairly limited his claim for loss of possessions that were stolen from his car.

## What happened

I set out the background to the complaint within my provisional decision and also here.

*'In December 2021 Mr H returned from a long trip away and put his possessions into the boot of his car, and parked it in a car park. He said the next morning he found his car had been broken into and his possessions stolen. He made a claim to Ageas and said that it confirmed to him by phone that he was covered up to a value of £40,000.*

*Ageas offered Mr H payment for his claim up to £1,000, which it said is the limit stated on page 10 of the policy booklet. Ageas cited the relevant policy term:*

*'Theft from unattended road vehicles other than from a locked concealed luggage boot, concealed luggage compartment or glove compartment following forcible and violent entry to a securely locked vehicle. The maximum amount payable in respect of any one occurrence shall not exceed £1,000.'*

*Ageas' contemporaneous notes of calls show that Mr H notified his claim on 13 December 2021 and Ageas' agent asked for a list of stolen items. Mr H called again on 22 December concerned about obtaining and formatting details of his loss. There were further calls in January 2022 and on 18 January Mr H sent his list of stolen items and gave his claim value as about £4,000. Ageas' agent said, 'we have a limit of £1,000 for any theft from a motor vehicle'. Mr H said he was unaware of this. Further calls followed and Mr H said he'd not been told about the £1,000 limit on thefts from a car by anyone in the past, in fact he'd been told he was covered up to £40,000, and he complained.*

*Ageas responded to Mr H's complaint in January 2021 saying it had reviewed his calls and hadn't told him he was covered up to £40,000. Ageas confirmed its decision to limit Mr H's claim and referred to the £1,000 policy limit (above).*

*Mr H brought his complaint to our service saying he'd provided a list of his stolen items at Ageas' request, but Ageas then told him he was only covered up to a value of £1,000. Mr H said he'd been misled throughout the claim process and this has caused him distress. He would like Ageas to cover his claim to its full value of around £6,000 – 7,000.*

*Mr H listened to Ageas' recording of their calls and said he felt sure one call was missing. He didn't think the limit applied to his personal possessions based on the 'Insurance Product Information Document' (IPID) he has seen on the insurer's website.*

*Our investigator recommended that the complaint be upheld saying Ageas should pay Mr H's claim. She thought Mr H would have acted differently had he been made aware that the exclusion Ageas relied on extended to personal possessions. She didn't think that the exclusion was brought to his attention as within the IPID it only states: 'What is Not Insured –*

*Service Equipment – Theft from a road vehicle unless the vehicle was locked and the items hidden from view. Maximum payable £1,000’ – and doesn’t refer to personal possessions.*

*Ageas disagreed saying that policy sets out the limits for items requiring concealment and the maximum sum payable can be found there. It said the section the investigator referred to from the IPID omits ‘personal possessions’, but that is present in the policy wording. Ageas said the investigator’s outcome didn’t reflect the agreement it made with Mr H. It said Mr H bears a level of responsibility to read and understand his policy.’*

## **My provisional findings and the parties’ responses**

In my provisional findings I said I intended only to uphold the complaint in part.

I said Mr H’s policy includes an overall limit for contents of £40,000. Most contents policies include limits within the overall limit such as for high value goods or items away from home. Mr H’s policy includes a £1,000 limit for items stolen from unattended vehicles unless all the items are concealed, and this serves to limit an insurer’s liability where a policyholder may not have taken adequate precautions to prevent a theft.

This limitation is set out on the first page of Section 1 of the policy booklet and repeated in section 2 ‘Contents in the home’. I thought this is sufficiently prominent to alert a policyholder to its presence and the wording and effect on claims is clear. There’s no reference to an overall limit of £40,000 within the policy booklet. Mr H’s insurance schedule states an overall sum insured of £40,000 with single article and valuable limits within this. The document refers policyholders to the policy booklet for details of limitations.

I could see Mr H’s point about the IPID as it only refers to service equipment when mentioning the limitation on claims. However, the IPID states it’s ‘*only intended to provide a summary of the main coverage and exclusions*’, and refers policyholders to their policy documents for full details. I didn’t think the IPID would be where policyholders would expect to gain the detail of their cover that they could rely on.

I didn’t think there was good reason for Mr H to be influenced by the IPID and so I thought about what he might have known when he took out his policy and made his claim. The policy booklet was available to Mr H with full details about the limit from the start. Mr H complained to Ageas and to us in January 2022, but his first reference to the limit only applying to service equipment and not personal possessions, was in July 2022 when he sent us a copy of the IPID. Since Mr H first mentioned the IPID six months after his complaint, I disagreed with the investigator that he’d relied on the IPID or was influenced by it in any way.

I found no reference to the advice Mr H said he was given about the claim being covered to £40,000. Mr H hadn’t said where in a call this took place and so I didn’t think Ageas raised Mr H’s expectations on this point. The first reference I’d seen to the £1,000 limit was during one of Mr H’s calls on 18 January 2022 when Ageas’ agent told him this would apply to his claim.

But I thought Ageas could have managed Mr H’s expectations better by informing him straightaway of the £1,000 limit and saving him time in providing information that wasn’t needed. Although I didn’t think this affected his claim, I thought Ageas should pay him £100 compensation for not communicating as well as it should.

I thought the limitation on Mr H’s claim was clearly set out and it was fair for Ageas to apply it in the circumstances. I hadn’t found anything to suggest that Mr H was told anything different about the policy limit.

Mr H disagreed with the provisional decision. He said he'd obtained his call history and there were three calls before the first call Ageas had disclosed. His record showed they were fairly short calls on 13 December 2021, of about 26 minutes in total. He said he remained certain he'd been told the claim limit was £40,000. He said he'd taken out the policy as he wanted cover for his possessions whilst away from home.

Ageas responded that the first call of around 10 minutes had no data because Mr H was on hold waiting to get through to the claims department. It said the next two calls were to the broker and it didn't have the details about them. Ageas said the next call, which both parties agreed upon, had hold time for the first 10 minutes when Mr H was waiting to reach a member of staff. It then contained details of Mr H's claim but no reference to a claim limit of £40,000.

The broker also responded to say that there had been a short call on 13 December 2021 with Mr H where he said his car had been broken into and he was given the claims contact number and email address. The broker said there were no details of two other calls, and it thought this was because if a caller selects the claims option the call goes through to Ageas and the broker can't record it.

### **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.

Mr H's complaint concerns Ageas' decision to apply a £1,000 limit to his claim and that he was told by Ageas he would be covered up to the policy limit for contents of £40,000.

I've looked again at Mr H's claim, and in particular the communications between himself and Ageas to see if it has acted in accordance with his policy and to see if it has treated him fairly.

Having done so, I still haven't seen anything to show that Mr H was misinformed about the policy limit for his claim or had his expectations unfairly raised. The calls to which Mr H has referred have been explained by Ageas and Mr H hasn't shown that it misinformed him.

The limitation on Mr H's claim is prominent within his policy booklet with clear wording and so there was no reason for him to believe when he made his claim that it would be paid above the £1,000 limit.

Having thought again about the communications from Ageas to Mr H I remain of the view that these could have been managed better by early communication of the £1,000 limit. This would have saved Mr H time in providing information that wasn't needed. I still don't think this affected Mr H's claim, but Ageas should pay him £100 compensation for not managing his time as well as it should.

It remains open to Mr H to bring a separate complaint about the policy broker if he feels he's received poor or misleading treatment of his claim. But this wouldn't concern payment of the claim itself as that is the subject of the present complaint.

### **My final decision**

For the reasons I have given above and within my provisional decision the complaint is upheld in part. I require Ageas Insurance Limited to pay Mr H £100 compensation for the distress and inconvenience he has suffered. I do not require it to pay Mr H's claim above the policy limit of £1,000.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 2 December 2022.

Andrew Fraser  
**Ombudsman**