

The complaint

Mr H is unhappy with the way Ageas Insurance Limited (AIL) handled his claim under his buildings and contents insurance following a burglary.

What happened

While Mr H was away, his home was burgled. The burglars broke the window of his back door, carried out an untidy search of bedrooms, and took jewellery cash and keys. His daughter, who had disturbed the burglars, reported the matter to the police and took photos and a short video as evidence of the damage. The police provided a reference number.

On his return, Mr H claimed under his policy for the window repair, replacement locks, cash, jewellery and bedding. The jewellery claim was handled separately, and Mr H doesn't dispute any part of that. However, he didn't think AIL handled the rest of his claim appropriately.

In particular, Mr H said that when AIL's file handler called him, he found them to be belligerent, interrogative and intimidating, which put him off claiming for other items he'd since identified as stolen. Mr H complained about the manner in which the calls were handled, and he said AIL hadn't contacted his daughter for more information despite him asking it to.

In terms of the damaged or stolen items, Mr H complained that AIL would only pay for three of the four replacement locks, that it wanted evidence of the glass replacement cost, and that it had refused to cover the cost of the bedding without evidence of damage. Mr H was unhappy that AIL repeatedly asked for a crime reference number (CRN) even though he'd already provided the only reference number he'd received from the police.

In response to his complaint, AIL changed the file handler working on his claim and sent its final response. AIL didn't agree with Mr H's complaint about the way it handled the calls, but it apologised for the way he felt about them. AIL also explained why it needed the information it asked for before it could progress the claim, and said it understood that the questioning may have seemed intrusive.

Mr H remained unhappy and brought his complaint to our service.

Our investigator upheld Mr H's complaint. He said AIL had asked for information relevant to the claim and he didn't think it was wrong to do so. But our investigator pointed out that AIL had accepted it could've handled the matter regarding the bedding better than it did. Further to this, our investigator said the calls weren't handled as well as they could've been, so he thought £200 compensation was warranted.

AIL didn't agree with the proposal so the complaint was 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, I've decided to uphold Mr H's complaint.

Firstly, I'm sorry to hear that Mr H and his family experienced this burglary. It's evident, having listened to the calls and the video, that they found it very distressing. I'm afraid my decision doesn't take into consideration any of the distress caused by the burglary itself. I can only consider the additional distress or inconvenience caused as a direct result of something AIL did or didn't do.

I won't repeat the detail of the complaint here. Instead, I'll explain the reasons for my decision and why I don't think AIL's comments warrant a different outcome to that proposed by our investigator.

Looking just at the items Mr H claimed for, I don't think it was unreasonable for AIL to ask for proof of the CRN and repair or replacement costs. The policy sets out Mr H's responsibility when making a claim, as follows:

If something's been stolen... you must start by calling the Police. And please make sure you get a crime reference number... It's really important that you don't throw away any damaged items until we say so... Unless in the case of emergency, please do not carry out any repairs or replace any items without us agreeing to this first.

For any claim that is made you will need to be able to prove or substantiate that an actual insured incident covered by this policy has occurred. This could be a police report, photographic or actual evidence of the loss or damage you have suffered. You'll need to provide details of everything that's been lost, stolen or damaged, and we may ask for receipts or proof of purchase in some cases.

I understand that Mr H's daughter dealt with some of this while he was still away, and he didn't know the detail when AIL asked. But that doesn't mean AIL shouldn't have asked him to provide the evidence it needed to progress the claim.

So, I'm satisfied that AIL didn't treat Mr H unfairly by asking for the information it did.

AIL didn't think the calls with Mr H demonstrated any evidence of service failings. I disagree.

I listened to the recordings of the conversations between Mr H and AIL's file handler which caused him upset. I don't consider the factual content of the call inappropriate because it covered requirements in line with the policy terms and conditions. However, it's apparent that Mr H was becoming distressed by the conversation and the file handler spoke over him many times. Mr H wasn't given the opportunity to finish his sentences. When the file handler discussed the issue of the bedding, their tone seemed to become rather brusque, such that Mr H commented on it immediately and became audibly distressed.

Given the tone of the conversation and Mr H's inability to finish what he was saying, I can understand why he didn't feel able to include a missed electrical item on his claim. I can also understand why he didn't think AIL provided the service he could've hoped for.

Mr H's distress about the burglary itself may be expected. But I don't find that AIL handled the claim as well as it should've done which, in turn, caused Mr H further distress and upset. For that reason, I'm satisfied that compensation is warranted for the additional distress and inconvenience caused. If Mr H hasn't already claimed for other stolen items, he may wish to submit evidence to AIL for consideration in line with the terms of the policy.

The policy provides cover for damaged or stolen items. When AIL asked Mr H about his bedding, he didn't know whether it was damaged because his daughter had disposed of, and replaced it before he returned home. So, AIL didn't confirm cover for the bedding.

I understand Mr H was unhappy about AIL's request for evidence of damage before considering the replacement cost. But, as set out in the policy, AIL is entitled to ask for evidence. The bank statement Mr H's daughter provided didn't give enough information to show what was bought, so AIL asked for a receipt. AIL said it will review the cost on provision of a receipt showing the items bought. I think that's fair and in line with the policy.

Linked to this point, Mr H complained that AIL didn't contact his daughter directly to ask for further information. I haven't seen any evidence that Mr H specifically asked AIL to contact his daughter, but he did say it could. So, he remained unhappy that AIL didn't try to settle the matter by calling her. When it did, AIL was told that the bedding was soiled.

It was clear from the conversations that Mr H didn't know some of the details AIL asked for. So, it would've been reasonable for AIL to pick up on that much earlier in the process and discuss the matter with his daughter, as Mr H suggested. AIL said it didn't have contact details, but I haven't seen any evidence to show it asked for them either. Although it doesn't change the fact that AIL is entitled to seek evidence of the replacement cost, I consider it a further service failing that AIL didn't pick up on what Mr H was saying. I'm satisfied this service failing warrants compensation.

Mr H claimed for £80 cash which was stolen during the burglary. He provided evidence of a number of cash withdrawals made just before he went away. The withdrawals amounted to more than he claimed for, and Mr H has given a reasonable explanation for why he left £80 behind. There's little more evidence he could reasonably provide for this part of his claim, so I'm satisfied that AIL should pay for the stolen cash.

There's no dispute at this stage about the remaining items Mr H claimed for. Both parties have agreed that AIL will pay for three of the four replacement locks because there's no evidence that keys for the fourth lock were stolen. AIL has agreed to pay for the replacement glass based on the evidence of a bank transfer made by Mr H's daughter. Although there's no invoice, it's evident that the glass needed to be replaced so I'm satisfied it was reasonable for AIL to cover that cost without further evidence.

Overall, the evidence shows that AIL asked for information about Mr H's claim in line with the policy. I consider that fair and reasonable. However, the manner in which AIL asked for information and its failure to pick up on Mr H's obvious distress when he didn't know the answers to its questions demonstrates a service failing. Having thought carefully about this, I'm satisfied £200 compensation is fair and reasonable in the circumstances.

My final decision

For the reasons given above, my final decision is that I uphold the complaint and Ageas Insurance Limited must:

- if it has not already done so, pay Mr H's claim for £80 stolen cash, £222.30 for three replacement locks and £120 for the replacement window;
- review the bedding receipt and pay Mr H for any items covered under his policy, and
- pay £200 compensation for the additional distress and inconvenience caused by its handling of his claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 19 April 2023.

Debra Vaughan
Ombudsman