

The complaint

Mr B has complained that Ageas Insurance Limited ('Ageas') unfairly declined a claim he made under his home insurance policy

What happened

The front door to Mr B's home was damaged by the Police trying to gain entry. Mr B reported this to Ageas in October 2023, however Ageas informed him that there was no cover for damage caused in such circumstances under this policy. Mr B said that the damage to the door was cosmetic only as he let the Police in, and the door continued to function.

Less than a week after this incident, Mr B contacted Ageas again to report that someone had attempted to break into his home and that he was no longer able to open his front door. Ageas appointed an agent to assess and validate the claim. It said that it wasn't possible to replace the type of door in question. Mr B provided a crime reference number and said that the Police came out to inspect the door. He also provided correspondence he had with the company that had installed his door, as well as a quote for a replacement door.

Ageas subsequently declined Mr B's claim in early November 2023. Mr B made a complaint to Ageas; however, it maintained its decision. In the circumstances, Mr B referred the complaint to this service. He accepted that he didn't have photographs to show the condition of the door following the Police incident, and none were requested at the relevant time.

The relevant investigator didn't uphold Mr B's complaint. He noted that Ageas had continued to investigate Mr B's claim and had requested information from the Police. It had also asked Mr B to provide any further information which could be used to help it to validate the claim. He noted that Ageas had since spoken to the Police, who provided images of the door both due after their entry and after the suspected break-in, *'which are noted to look identical.'*

Mr B was unhappy with the outcome of his complaint and the matter was referred to me to make a final decision in my role as Ombudsman.

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.

The key issue for me to determine is whether Ageas applied the terms and conditions of the relevant insurance policy in an unfair or unreasonable manner in declining Mr B's claim for damage to his door. I don't consider that it did, however I note that it considered there had been service error and offered compensation in this respect. I uphold the complaint to this extent only. I'll explain my reasons for reaching this conclusion.

Turning firstly to Mr B's submissions, he said he'd accepted Ageas' decision that he wasn't entitled to make a claim for the damage caused by the Police entering his property. However, he wished to complain about Ageas's stance to the second incident. He thought that an opportunist had tried to break-in, having seen the cosmetic damage. Mr B said that

the damage caused by this subsequent attempted break-in prevented the door being opened and closed.

Initially, Mr B said that Ageas had asked whether the door could be repaired to the extent that it would be functional. The door company said this wasn't possible, and the only thing that could be done was for the door to be completely replaced, and he duly supplied a quote for replacement. Mr B said that this meant that he now had to leave or access his house via a garden fence. Mr B said that he didn't have the money to replace the door himself.

In summary, Mr B didn't think he should be held responsible for having to prove the damage that was done by the attempted break-in. He said he did everything asked of him by Ageas, and if it had asked for more pictures and close-ups of the door when it was working in relation to his initial claim, then he would have provided that evidence.

I now turn to Ageas' submissions regarding this matter. It considered that any damage caused by any second incident would have merely added to the damage already caused. It said that during the original call, Mr B had said that the Police had cut the door in half when entering his property. It explained that there was no specific cover for an incident where the Police had forcibly entered a policy-holder's property. It noted that Mr B had shortly afterwards submitted a claim in relation to an attempted break-in which he said had caused considerable damage.

Ageas said that Mr B's statement that the Police had, '*cut the door in half*' went against Mr B's later comment that the damage caused by the Police was '*purely cosmetic*.' It also said they had yet to receive sufficient evidence to support the argument that a further incident had occurred following the damage caused by the Police. It said that it was therefore unable to confirm that an insured event had occurred and was unable to progress the claim.

It gave Mr B the opportunity to provide any further evidence such as a recording device which might show the door in use or the attempted break-in. It said that it was liaising with the Police '*to gain a further insight into the original incident*.' It therefore hadn't reached a final outcome in relation to Mr B's claim. Finally, Ageas explained that it had a duty to validate the circumstances of any incident and any loss or damage that had occurred.

Ageas nevertheless decided to offer compensation of £200 to Mr B as it subsequently considered that the claim shouldn't have been declined outright and felt that it should have done more to validate the claim in the first instance.

I now turn to the reasons for my final decision. I note that Mr B's policy does cover damage caused by an attempted break-in. It's for the policyholder to provide evidence that this is indeed how damage occurred. In this case, I note that Mr B provided starkly contradictory information to Ageas regarding the amount of damage caused by the initial incident involving the Police.

I consider that Ageas' approach in this respect has been entirely fair and reasonable. As the circumstances surrounding the Police incident weren't covered by the policy, Ageas had no reason to ask for images of the door at that time. I also consider that its offer to liaise with the Police to ascertain further information was also entirely logical and fair. The Police provided images of the door both due to their entry and the suspected break-in and note the conclusion that that they '*look identical*.' The images confirm that although the door wasn't '*cut in half*', it was clearly substantial, and not merely '*cosmetic damage*'.

The supply of a crime reference number is evidence of Mr B's report of a further incident a few days later. However, without further persuasive evidence, in the light of Mr B's contradictory evidence and the clear photographic evidence, I consider it unlikely that a

subsequent break-in incident made it necessary for a replacement door to be provided. It's more likely that the damage caused by the original Police incident or attempts by Mr B to remedy or deal with that damage made this necessary.

I notice that Ageas offered £200 Mr B compensation and said it was willing to reconsider its position on the claim, subject to receipt of satisfactory supporting evidence. I consider that this was more than fair and reasonable in all the circumstances.

My final decision

For the reasons given above, I uphold Mr B's substantive complaint, but only to the extent of Ageas Insurance Limited's offer to consider any further evidence supplied by Mr B and to the extent of its offer to pay £200 in compensation. I don't require Ageas to do anything else in response to his complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 3 June 2024.

Claire Jones
Ombudsman