

The complaint

Mr P has complained that his commercial vehicle insurer Ageas Insurance Limited ('Ageas') turned down a claim he made under his policy.

What happened

In October 2023 Mr P made a claim under his insurance policy with Ageas after his van was broken into. He said that entertainment equipment was taken as well as a number of CDs and other personal items. Mr P said the van alarm didn't go off and that he was notified of the theft by the police.

Mr P wasn't happy with the progress of the claim and complained about delays.

Ageas responded to the complaint about the delays in early January 2024 but it didn't uphold it. It said there were some initial delays after it was informed about Mr P having a speeding offence which it wasn't previously aware of. It said this had to be referred to its underwriting department. A response was received a week after the claim was made and it was told it was ok to proceed. It said it then sent an engineer out to inspect the van, but they concluded that there weren't any signs of forced entry and that the damage was consistent with an accident. It said despite this, it had decided to deal with the claim.

Mr P brought his complaint to us shortly thereafter. He said that he had difficulty sending photographs to Ageas due to issues he was having with its system and that this caused delays in his claim being dealt with. He said that Ageas had sent three separate engineers to inspect his vehicle and take photographs. He said it had been over two months since the incident and that he had to drive around in a damaged van. He added that he wanted his van to be repaired and to be compensated for the loss of his personal items. Mr P also said that the whole situation has caused him anxiety and depression.

Ageas issued a further response around ten days after the first one and said it had decided not to deal with the claim. It said that the engineer who inspected the van said that there were no signs of forced entry and also that the damage Mr P said happened during the incident which was to the nearside door and rear quarter happened in a separate incident. It said its policy excludes damage or loss in the event the van is unoccupied and left unlocked with the windows or roof open or the keys inside. It also said that Mr P failed to take reasonable steps to secure the vehicle and to safeguard it.

Mr P said he didn't receive this final response until after he chased Ageas. This was after he had complained to us.

One of our investigators reviewed the complaint. He asked Ageas for its engineer's comments. Ageas said that it declined the claim based on its engineer's findings that there was no evidence of forced entry and therefore that a theft took place. And also that the damage to the van happened during a separate incident. Our investigator didn't think the complaint should be upheld and felt that Ageas' decision to decline the claim was fair and reasonable. He also didn't think Ageas caused unnecessary delays.

Mr P didn't agree and said he wanted to take this further. He said Ageas was breaching its contract with him by allowing him to drive around in a damaged van. He said this should be a simple case with a genuine theft claim.

Our investigator said there was nothing to contradict the engineer's report and it was still unclear how the theft took place.

Mr P then provided some more evidence which included a photograph of the van which he said was taken days before the incident and which shows no damage to the side door.

Our investigator reviewed the additional evidence but didn't change his view and said there was no way to verify the date the photographs were taken. But he provided these photographs to Ageas and asked for its comments.

Ageas said that it had asked Mr P if he had recent photographs at the time of the inspection, but he said no. It provided photographs taken by its engineer and said the damaged area was dirty with ingress of road grime and signs of corrosion. It said its engineer confirmed that the damage wasn't recent and so it didn't believe it was caused at the time of the theft.

Our investigator reviewed the complaint again, but he still didn't think it should be upheld. He agreed with the arguments raised by Ageas.

Mr P didn't agree that he had been asked if he had pre- accident photographs and said no. He also said that he had an operation a few days after the incident, followed by a family bereavement and that he had also been ill which made it harder for him to deal with the matter. He reiterated that due to Ageas' system he wasn't able to upload his photographs after the accident. He added that he drove the van after the incident because he had various appointments and that this would naturally mean the damage had dirt on it. Mr P said he'd been to two garages to get their advice, but he was referred to a dealership.

Mr P asked for an ombudsman's decision and the matter was passed to me.

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.

I'd like to start by saying that I was very sorry to hear about Mr P not being well and needing an operation as well as the fact that he says he suffers from anxiety and depression. I also note that he suffered a bereavement while the complaint was with us which I was again very sorry to hear about.

The claim

Mr P's policy provides cover for loss of or damage to his van. It says if the van, its accessories and spare parts are lost, stolen or damaged Ageas will, among other things, replace what is lost or damaged and repair the damage.

Mr P made his claim at the end of October 2023. He said his van was broken into and damaged and also that his stereo had been taken as well as CDs and other items.

When an insured party makes a claim on their insurance policy, they firstly have to "prove their claim". In this case this would mean Mr P showing that a theft has occurred in the first place; before Ageas goes on to assess the claim. And this means that the circumstances that led to the claim i.e., the theft have to be consistent with the available evidence.

Ageas provided its engineer's report which said that they had been provided with both keys to the van and they both lock and unlock the doors. They added that the alarm is working on all doors apart from the damaged, nearside sliding door. There were no signs of forced entry so the engineer couldn't see how the theft took place. The engineer also said that the damage to the nearside door and quarter which Mr P said happened during the theft were caused by a separate incident. The engineer wasn't able to confirm how the van was broken into and how the stereo was stolen. Ageas said it declined the claim based on the engineer's findings.

Ageas' engineer also said that the damage to the van door and back quarter wasn't as recent as the incident. The engineer said there was rust and also dirt and grime which would have accumulated over time. They said this shows the damage was from an old incident.

Mr P said it is obvious that someone broke into his van and took his possessions. And so Ageas should settle the claim.

Ageas' engineer's evidence is the only expert evidence I am aware of on this claim, and it says that the available evidence including the damage isn't consistent with the circumstances Mr P says led to the claim. This means that it believes that Mr P has failed to prove his claim i.e. that a theft took place. I think it is fair and reasonable that Ageas relied on the expert evidence available to it to decline the claim. I appreciate Mr P says that there was a break in and that the police made him aware of it but from what I have seen the police didn't witness the theft. They informed Mr P that his side door was open and the stereo was taken. The engineer found no evidence of forced entry so it is still unclear how the theft would have taken place.

In relation to the damage to the door and the engineer's assessment that this pre-dates the incident that led to the claim, Mr P said that he drove the van after the incident which would explain why there was dirt. Again, the expert evidence states that the damage was pre-existing supported by the fact that there was grime and corrosion, and without contradictory expert evidence I am unable to say that Ageas acted unfairly or unreasonably in the specific circumstances.

I note our investigator allowed Mr P various extensions to provide additional evidence, even while the complaint was awaiting consideration by an ombudsman. Mr P said that he wanted

to obtain his own expert evidence and approached two garages who said he should go to a dealership. Our investigator made Mr P aware that he might not be able to recover this cost. If Mr P still wishes to obtain further evidence and does obtain engineering or other evidence which he feels would assist his claim, he is free to provide it to Ageas for it to review.

When it initially turned the claim down Ageas said that this was because its policy excludes loss or damage to the van if it's left unlocked and it also said that Mr P didn't take reasonable steps to secure and safeguard the van. Mr P said the van was locked and secure before the incident but Ageas said that the alarm didn't work on the side of the door where the damage was. As Ageas' has told us its reason for declining the claim was the fact that there was no evidence of theft in the first place, I haven't gone on to consider these arguments. But if we were to say Mr P didn't take reasonable steps to secure the van, we'd have to find that he had recognised that there was a risk and ignored it.

Allegations of delays

Mr P was unhappy about the delays in his claim being assessed. Ageas said there was an initial delay due to Mr P having an undeclared speeding offence which had to be referred to underwriting. I think this was fair and reasonable and I think the delay was only a week. I also note Mr P said that he had an operation shortly after the incident and I think this would have delayed matters slightly; and this wouldn't be down to Ageas.

An initial inspection was carried out in early November 2023 and Mr P was also asked to send photographs around the same time. Due to the size of the photographs Ageas didn't receive them. I appreciate Mr P said this was down to Ageas' internal systems and caused delays. As our investigator said it isn't for us to comment on a businesses' internal case management system. Nevertheless, I note the engineer was able to take photographs when they attended so I don't think the overall assessment of the claim was delayed by this.

Some concerns were raised by the first engineer and a second engineer was instructed in late November early December 2023 to also inspect the van. A further inspection took place around a week later and the engineer said they found no signs of forced entry and said the damage looked like it had been caused by a separate incident/claim.

Though Ageas didn't repudiate the claim until later, Mr P was made aware of the engineer's findings at the time of the inspection.

Overall, I don't think Ageas caused any unnecessary delays and I have therefore decided not to ask it to pay Mr P compensation in relation to this part of the complaint.

Mr P also said that he didn't receive Ageas' final response letters until after he chased Ageas for them. As these were issued around the time Mr P brought his complaint to us I don't think he was prevented in escalating his complaint to us which I was pleased to note. In any event both letters were addressed correctly so I think Ageas did enough to ensure that they were received.

I appreciate Mr P will be disappointed with my decision and he has argued quite passionately as to why Ageas should settle his claim. For the reasons I gave above, based on the evidence available to it at the time, I thought Ageas' actions were fair and reasonable.

My final decision

For the reasons above, I have decided not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 20 November 2024.

Anastasia Serdari
Ombudsman