

The complaint

Mrs B complains that Ageas Insurance Limited (Ageas) declined a theft claim made under her home insurance policy.

What happened

Mrs B had a home insurance policy underwritten by Ageas. In August 2022, Mrs B made a claim for theft of contents from her home, this included more than £20,000 of computer equipment. Following investigations, Ageas declined the claim. They said that Mrs B had given conflicting information about the circumstances of the loss.

There had been detailed communication between the parties with each presenting questions to each other over a number of months. But ultimately Ageas reached the decision to decline the claim. They said Mrs B had failed to provide satisfactory evidence to support forced entry to the property, she hadn't provided consistent statements, and she hadn't demonstrated the loss occurred as presented. Ageas also referred to the fraud condition in the policy.

As Mrs B remained unhappy, she approached the Financial Ombudsman Service.

One of our investigators looked into things. Initially he said that he didn't think Ageas had acted unreasonably by declining the claim due to the inconsistencies. Mrs B provided a detailed response, but the investigator said his view of things remained the same.

Following this, Mrs B obtained further information from the Police which showed they'd found unidentified fingerprints at her property. The investigator issued a further assessment in which he said there was sufficient evidence to show an insured event occurred, and he said Ageas should reconsider the claim in full in line with the remaining policy terms.

Ageas didn't agree. They said that the information from the Police didn't demonstrate a theft occurred, just that a fingerprint was found that couldn't be identified. And Ageas said that in any event, the previous concerns they'd already raised with Mrs B hadn't been satisfactorily addressed by her.

As an agreement couldn't be reached, the case was passed to me for a final decision.

I was minded to reach a different outcome to the most recent position reached by the investigator, so I issued a provisional decision to give both parties an opportunity to comment on my initial findings and suggested way forward before reaching my final decision.

What I provisionally decided – and why

In my provisional decision, I said:

"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint."

I'm issuing a provisional decision. I've reached a different outcome to the most recent position reached by our investigator, so I'm issuing a provisional decision to give both parties an opportunity to comment on my initial findings and suggested way forward before I reach my final decision.

I don't intend on outlining all the individual points and concerns that Ageas has raised about the claim and circumstances presented. Ageas summarised this in their final response:

"The information presented to us has been conflicting, and the statements provided by you initially in submitting the claim and to the police do not persuade us that there has been any forced entry to the property, with damage being notified after the rejection of your claim for cash. It is noted that the entire claim rests upon the statements provided, and therefore your credibility, as there is no physical evidence available.

The circumstances presented to us, are highly questionable not only due to the specialised nature of the items but the multiple coincidences which would need to be in place for the theft to take place. CCTV disabled at time, no occupants in the property for the first time in months, a limited time frame to execute the theft, the specialised nature of then only contents items taken, the purpose taken photos graphs of items ready to sell only the night before the theft, the theft of keys that night and the ability of the thieves to then make their way to your property equipped to steal the specialised items, in addition the theft itself which would have entailed multiple persons and/or multiple trips unnoticed or disturbed in a very short space of time, with no forensic evidence left behind., not to mention the exact same highly unusual circumstances as presented in a previous claim of theft - that being the keys were stolen whilst out and used that same day to enter property and steal computer equipment.

In summary, as we have outlined, you have failed to provide evidence to support that forced entry was gained to your property, or provided consistent credible statements in respect of your claim or demonstrated you have suffered in full the losses you have asserted. This would be in breach of the fraud condition outlined on page 13 of your policy booklet."

I should explain here that my role isn't to validate a claim on Ageas' behalf. Instead, my role is to consider whether Ageas reached a fair and reasonable decision based on all the information and evidence they were presented with in order to reach that decision. And I don't think it was an unfair decision at that time based on the conflicting information given around the loss presented.

Our investigator initially didn't uphold the complaint as he reached the same outcome. However, Mrs B more recently provided this service with information from the Police that they found unknown fingerprints at her property. Our investigator said this was enough to suggest there had been a theft, so he said Ageas should reconsider the claim in full based on the remaining policy terms. However, I don't agree.

Whilst the Police found unknown fingerprints, this doesn't demonstrate a theft occurred as presented by Mrs B. Instead, it simply shows there were fingerprints found at the property from a person whose fingerprints weren't already held on the Police databases. Ultimately there were a number of concerns with the claim, and the presence of fingerprints belonging to someone who isn't on the Police database, in

my view, isn't enough on its own to reasonably satisfy Ageas' wider various concerns about the claim and presented circumstances.

In cases such as this, where an insurer has concerns over a claim, I'd expect an insurer to present those concerns to a policyholder and give them the opportunity to respond and address them in the first instance. Ageas did that. But they still weren't satisfied based on the responses Mrs B provided. And I don't think that position reached by Ageas was unfair or unreasonable at that time.

However, when our investigator issued his first assessment on the case not upholding it, Mrs B provided a very detailed response. In this, Mrs B provided a 77-page statement, with supporting information, and a detailed spreadsheet. This was to provide an individual response to each concern Ageas had raised with her, with an individual explanation for each, with supporting evidence where necessary. And alongside this, Mrs B also provided nearly 700 pages of documents, albeit this appears to be a Subject Access Request she'd received from Ageas.

Mrs B said in the covering letter for the 77-page document:

"The insurance company have used incorrect & inconsistent information multiple times whilst assessing our claim and I can prove this without a shadow of a doubt using the evidence below."

But as outlined above, my role isn't to validate a claim on Ageas' behalf, or to claim handle on behalf of either party. And whilst there has been extensive correspondence between Mrs B and Ageas over a significant period of time, Mrs B has essentially now provided a detailed response to this service after her complaint wasn't upheld in order to individually address all the concerns Ageas had raised with her previously.

But Mrs B didn't provide this to Ageas when she was corresponding with them about her claim, and Ageas hasn't seen this in this format with the detail and accompanying documents Mrs B has provided to us. And had this been provided to Ageas during the claim, rather than this service later down the line, it may or may not have changed things on her claim. But it's not for me to decide, in the first instance, whether this detailed information that Ageas hasn't seen in this format is sufficient to resolve Ageas' concerns.

So, unless anything changes as a result of the responses to my provisional decision, my final decision is likely to be that Ageas didn't reach an unfair or unreasonable decision on Mrs B's claim based on the information presented to them previously.

However, in my final decision, I intend to direct Ageas to consider the detailed information provided by Mrs B to this service, which Mrs B hadn't provided to them during the claim, to decide whether this changes their claim position and satisfactorily addresses the concerns they've raised. And if it doesn't, Ageas will need to explain this to Mrs B directly. And if after Ageas has done this, Mrs B remains unhappy with whatever decision Ageas reaches, she'd be free to raise that as a new complaint before referring it to this service if she remains unhappy - subject to our usual rules and timescales.

To clarify though, when responding to my provisional decision, I'm not asking for Ageas to give their view on this new additional information at this stage. Instead, I'm simply asking both parties to confirm if they are in agreement with the above as the next step for the claim. And following the responses to my provisional decision, if my final decision remains the same as my provisional decision and Mrs B accepts it, our investigator would then be able to forward Ageas all the information Mrs B has provided to this service for them to consider further."

So, I was minded to direct Ageas to consider the new and additional information provided by Mrs B in support of her claim.

The responses to my provisional decision

Both Ageas and Mrs B responded and confirmed they were in agreement with the provisional decision and proposed next steps outlined in 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.

And I've thought carefully about the provisional decision I reached. As neither party has provided anything in response to my provisional decision that would lead me to reach a different conclusion or proposed next steps, my final decision remains the same as my provisional decision, and for the same reasons.

My final decision

It's my final decision that I uphold this complaint in part and direct Ageas Insurance Limited to:

- Consider the new and additional information provided by Mrs B in support of her claim

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 11 October 2024.

Callum Milne
Ombudsman