

The complaint

Mr D is unhappy Ageas Insurance Limited (Ageas) declined a claim made under his contents insurance policy.

What happened

In July 2024 Mr D called Ageas to say some jewellery had been stolen from his home. He said he thought the jewellery had been taken by his cleaner. Ageas declined Mr D's claim, saying the policy excluded cover when thefts had occurred by someone permanently employed in the home.

Mr D says he found a different set of policy wording from May 2024 which didn't contain the above exclusion Ageas were relying on. However, Ageas said this wording included a different exclusion, said thefts by anyone lawfully in the home wouldn't be covered unless force or violence is used. Ageas said the claim remained declined.

Mr D complained about Ageas' decision and referred his concerns to the Financial Ombudsman Service. His concerns were considered by one of our investigators who said Ageas had fairly relied on the policy terms excluding thefts by someone permanently employed in the home when declining the claim.

Mr D didn't agree, he said Ageas had provided policy wording from 2018 and 2024 and under both Ageas hadn't fairly demonstrated the exclusions were in place. Mr D said the cleaner was self-employed, not permanently employed, as this was the exclusion Ageas said was in force at the time. As our investigator didn't reach a different outcome, this matter has been 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.

I've started by considering the policy terms. These are the ones from May 2018 and were in force at the time Mr D reported the theft. I think it's helpful to say that the policy terms from May 2024 don't apply to Mr D's policy, because they would have been a change to the policy terms part-way through the contract. On page 16, the 2018 policy terms say:

"What's not covered

We won't pay claims for theft or any attempted theft by you, your family, or anyone who you employ permanently in or around your home, such as a nanny, cleaner or gardener."

The issue at the heart of this dispute is around the word "permanent" in the policy terms. Mr D says the cleaner was self-employed. But he says she was paid cash after each visit, and these visits occurred weekly or fortnightly (depending on need) and had done since

September 2023. So, he disputes there's any employment and says permanent isn't defined in the policy terms.

Ageas acknowledged "permanent" isn't defined in the policy terms. Ageas says the intention of the word permanent is to include any "*service provider*" who isn't at the property on a one-off basis. As the cleaner attended Mr D's property regularly to undertake a task, this signified a "*description of permanence, however long the agreed terms of service should last for*".

I'm satisfied Ageas has applied the exclusion fairly. I say this because whilst the policy doesn't define permanent, the intention of the policy is not to provide cover for thefts undertaken by people who are employed in the property in some capacity on an ongoing basis. And the policy terms specify cleaners in the exclusion – indicating this was never a risk Ageas intended to provide cover for.

From what Mr D has told us, his cleaner was employed to provide a cleaning service on an ongoing basis at his home when the theft occurred and had been for the preceding 10 months. So, whilst I'm sorry to read about the circumstances that led to the theft, I can't say Ageas have acted unfairly in declining this claim and I'm not going to require it to take any further action.

My final decision

My final decision is that I don't uphold Mr D's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask to accept or reject my decision before 13 March 2025.

Emma Hawkins
Ombudsman