

The complaint

Mr H complains that Ageas Insurance Limited (Ageas) hasn't fairly settled a claim he made after his home was burgled.

What happened

Mr H has his possessions insured by Ageas. In early February 2023 he was burgled. This was reported to the police and Mr H approached Ageas to make a claim for missing items. Ageas agreed to consider the claim, but said it would only meet it in part. It said it would pay the maximum allowed under the policy for a coin collection (£2,000) and for other items of lower value – another £1,600 or so. Ageas and the company it used to validate the claim were both aware that Mr H suffered from memory loss and noted his vulnerability.

Ageas refused to pay for some items of jewellery Mr H said he'd inherited from his mother – rings and a pendant. It said that although Mr H had provided some photos to support his claim, they weren't enough to prove ownership.

Ageas also pointed out that when Mr H reported the burglary to the police, he'd only mentioned the coin collection. It said that added to its decision to only meet part of the claim. Mr H didn't think the settlement was fair. He asked us to review his complaint.

Our investigator thought Ageas should do more than it had. She noted that Mr H had told Ageas about all the missing items early on in the claim process, even if he hadn't told the police. She thought his explanation – that many of the items were low value – was an acceptable reason for him not listing them with the police. Ageas agreed to pay for the items it described as "miscellaneous" – but it didn't accept the evidence Mr H sent in for his mother's rings. Those were photos, including one of someone wearing some of the items of jewellery claimed for, and another of the items themselves laid on top of the first photo. Ageas didn't think these photos proved ownership and asked for the originals so they could be examined forensically. Our investigator thought they were reasonable evidence and – given Mr H had inherited the items some time previously – should be accepted by Ageas. She also thought that the processes used by Ageas and the delays would have caused unnecessary distress to Mr H and recommended it pay him £200 to make up for that.

Ageas doesn't think that's fair and so I've been asked to decide this complaint

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'm upholding this complaint. I'll explain why. If I don't mention every point raised by either party it is for ease of reading and because I've concentrated on the main issues.

The main issues are:

1. There's no suggestion that a burglary didn't take place – even though it took a long time to obtain, there is a police report from the relevant time.

2. Ageas did ask some questions about the fact that policy was renewed shortly before the theft – but those were satisfactorily answered, which meant the claim could move forward.
3. Ageas limited payment towards the missing coin collection to £2,000. That is in line with the terms and conditions in Mr H's policy. It says coin collections come under "high risk" items – and that there's a limit of £2,000 for such an item. So although it isn't what Mr H wants, I think Ageas interpreted the policy fairly here.
4. Ageas has accepted that Mr H didn't list what Ageas called "miscellaneous" items – like trainers, clothes and bottles of alcohol – for the police report – as individually they weren't high value. I think the decision to pay for these items was fair.
5. The remaining issue is the jewellery Mr H inherited from his mother. Whilst receipts are often the most acceptable proof of ownership, it's normal practice to accept alternate types of proof. That's especially so when items have been inherited, as here. Photos are often used in these circumstances, and Mr H has provided some to support his claim. I've seen those photos. They show someone wearing jewellery – and on top of the photo are the items Mr H is claiming for. Ageas wants to see the original photos and examine them to make sure they are genuine. I'm not persuaded that's necessary. Ageas has accepted Mr H's claim for other items, some where he's been able to provide receipts and some where he can't. I see no reason why, with photos like these available, it should doubt his word that they were his. I think Ageas should meet the claim for these items in line with the terms and conditions in the policy.
6. I do accept that it took Mr H a long time to provide the photos. But Ageas' own records show it knew he was vulnerable and had memory issues – and also that he was hospitalised at points during the claim process. All of those things could explain delays and any confusion about providing information, and I'd expect Ageas to respond in line with its responsibilities in this area

Putting things right

To put things right for Mr H Ageas should now meet the remaining part of the claim, by carrying out a desktop valuation of the jewellery and paying Mr H the appropriate amount. Given that the items were inherited, Ageas can't replace them like for like, so the fairest way to do that would be to offer a cash settlement without applying the discount it might normally get as an insurer. Mr H should note that jewellery is defined as "high risk" in the policy and cover is limited to £2,000 per item – so he shouldn't expect more than that. I'm not going to ask Ageas to add any interest to the settlement as it did take Mr H a long time to provide the photos.

I'm persuaded Ageas let Mr H down in the way it treated him, especially as it knows he's vulnerable. So I do think the compensation recommended by our investigator is appropriate. Ageas should pay £200 for this.

My final decision

My decision is that I uphold this complaint and require Ageas Insurance Limited to take the action outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 11 March 2025

Susan Peters
Ombudsman