

The complaint

Miss L complains that Ageas Insurance Limited (“Ageas”) unfairly declined her claim following an accident involving her vehicle.

Any reference to Ageas in this decision includes its appointed agents and representatives.

What happened

In June 2024, Miss L drove to her daughter’s home and parked her car outside it. After an evening at a nearby pub, she says she got a taxi home and saw her car parked in the same place she left it.

The next morning, police notified Miss L that her car had been stolen and involved in an incident in the early hours of the morning. Miss L contacted the police and was told her car had crashed into a parked car and had been collected in order for a forensic examination to be carried out. Miss L reported the theft to her insurer, Ageas, and made a claim under her motor insurance policy.

Ageas contacted Miss L over the phone the same day to discuss the incident in more detail. Miss L confirmed to Ageas she still had both sets of car keys and that the car had been locked and secured when she left it.

The police confirmed they were unable to gather any forensic evidence from their investigation and Ageas told Miss L her car would be written off. Ageas’s first engineer requested a physical inspection of the vehicle to determine the circumstances of the theft. After the inspection, the engineer concluded that the vehicle appeared to have been taken with keys. Miss L thought the car had been hotwired but the engineer said the wiring was intact so there was no evidence of this.

Ageas requested the keys from Miss L and sent them for forensic analysis. The outcome of the analysis was set out in a second expert’s report which said that the car had to have been taken with one of the keys. On the basis of this information, Ageas declined Miss L’s claim.

Miss L complained. She said the police had spoken to a witness who said they’d seen a male running from the scene of the crime. Miss L also said she had evidence that the car had been hotwired so no key had been needed to steal it.

Ageas considered the information Miss L had provided, but agreed with the first two engineers that the car had to have been taken with keys and there was no evidence of hotwiring. The engineer had also commented that the car couldn’t be hotwired as it had an immobilisation system to prevent this. He added that the wires seemed to have been tampered with, but this seemed to be due to a previous repair and not hotwiring.

Miss L remained unhappy and requested a senior engineer review the claim, which Ageas arranged. The senior engineer reviewed all the reports and evidence, and Ageas issued its final response to Miss L’s complaint. It said the claim had been correctly declined because they didn’t have sufficient evidence that a theft had occurred, as the evidence indicated a

key had to have been used to access the car.

Miss L didn't accept Ageas's response, so she referred her complaint to this service. Our Investigator considered everything and issued his view to both parties, explaining why he didn't think Ageas had declined the claim unfairly.

Miss L didn't agree with our Investigator and asked for an Ombudsman to review things, so the complaint has now come to me for a final decision.

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.

As this is an informal service, I'm not going to respond here to every point raised or comment on every piece of evidence Miss L and Ageas have provided. And our Investigator has already set out to both parties, in detail, all the evidence considered in this case. So, instead, I've focused on the points I consider to be key or central to the issue in dispute. But I would like to reassure both parties that I have considered everything submitted. And having done so, I'm not upholding this complaint. I'll explain why.

Miss L's policy with Ageas says:

"We will only provide the cover set out in this policy if you keep to all the terms and conditions of the policy".

and

"All the information given to us must be complete and correct as far as you know".

Ageas declined the claim on the basis that the incident did not happen as described, as there was no access damage, and a key was needed to access and drive the vehicle.

The insurance industry regulator, the Financial Conduct Authority (FCA), has set out rules and guidance about how insurers should handle claims. These are contained in the 'Insurance: Conduct of Business Sourcebook' (ICOBS). ICOBS 8.1 says an insurer must handle claims promptly and fairly; provide reasonable guidance to help a policyholder make a claim and give appropriate information on its progress; and not unreasonably reject a claim. They should also settle claims promptly once settlement terms are agreed. I've kept this in mind while considering this complaint together with what I consider to be fair and reasonable in all the circumstances.

However, when an insurance claim is made, it's for the policyholder to show that the claim is covered by the policy – that is, they have to prove the circumstances of their claim and in the case of a theft it's for the policyholder to show that the theft occurred as described. It's not for the insurer to prove that the claim is covered.

As I'm not an expert in engineering, I've relied on the opinion of experts in order to reach a fair and reasonable outcome to the complaint. I've considered carefully all the expert evidence in this case, together with evidence that Miss L has provided.

The first engineer's inspection confirmed that the vehicle had sustained some damage and recommended that further investigation be carried out because it appeared as though the vehicle had been taken without the keys, as no locks were damaged and the steering column was locked, which required a key to release.

I've seen from the claim notes that the same engineer then commented to Ageas that the wires appeared as though they had only been lifted up and that the steering lock and door locks were all undamaged. He confirmed that if the car had been hotwired, then the steering lock would've needed to be damaged which it was not.

The key analysis report confirms the findings of the previous expert – and this was completed by an expert qualified in forensic key examination. He said Miss L's vehicle couldn't have been stolen using the relay method, and that the remote or key would've been needed to unlock the car. He also confirmed the car could not be hotwired and that in order to access the diagnostics port without a key, windows would've likely had to have been smashed which didn't happen here.

The matter was then referred to a senior engineer, who reviewed everything including information provided by Miss L and the experts' reports. The senior engineer concluded that the vehicle could only have been stolen with the use of a key. He also confirmed that the wiring was undamaged and that there was evidence of a previous repair to the wiring, which meant any evidence of the wiring having been tampered with was not relevant to the incident.

I've considered all the information Miss L has sent us about what she thinks happened to her vehicle. And while it's not for me to determine the precise circumstances of the incident, I've thought carefully about whether Ageas has acted fairly in light of the information provided. And I think it has. It's relied on not only one expert but three different, qualified experts. The opinions of those experts do not contradict each other and they are supported by sufficient evidence and reasoning. So I'm satisfied that Ageas has considered the claim fairly and that it wasn't unreasonable in the circumstances for Ageas to decline it.

Miss L has said there was a witness who said they saw a male running from the scene of the accident and she's also provided screenshots of messages from a police officer, *saying "the cowling had been damaged and there were wires exposed to indicate the car had been hotwired"*. But these are not comments from an expert engineer. And when these comments and the witness's account are considered alongside the vast amount of expert evidence in this case, I'm more persuaded by the conclusions reached by the experts, as these are supported by reasoning, and have been provided by qualified individuals who examined the car or keys and issued detailed reports.

Miss L has sent us further information, including reports from other customers who say their cars were stolen without keys. But these reports haven't been substantiated and aren't specific to Miss L's own vehicle, whereas the expert reports are. So I don't find this evidence as persuasive as the expert commentary I've referred to above. The US news report she's sent us, which I've watched, doesn't confirm how the theft occurs and also isn't specific to Miss L's own vehicle. It only confirms that thieves have *"figured out how to override the car's computer system"* which isn't enough for me to discount all the expert evidence in this case.

Miss L has also complained about the time taken by Ageas to consider her claim. But having looked at the detailed timeline, I can see Ageas's investigation was thorough and it took a reasonable length of time to complete. I don't consider there to have been any unavoidable delays. The level of investigation required was extensive and I think Ageas acted promptly to obtain expert evidence and also considered Miss L's concerns by referring things to a senior engineer for a review as she'd requested. So I'm satisfied Ageas provided Miss L with a fair service and didn't unreasonably delay matters.

It follows therefore, that for the reasons I've explained above, whilst I'm sorry to disappoint Miss L, I'm afraid there isn't enough persuasive evidence here for me to uphold her complaint. I know Miss L will be unhappy with this decision, but as I've explained, my role is

to determine whether Ageas has acted fairly in all the circumstances. And I'm satisfied, based on everything I've seen, that it has carried out a fair investigation and declined the claim in line with the terms and conditions of her policy.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss L to accept or reject my decision before 26 April 2025.

Ifrah Malik
Ombudsman