

## **The complaint**

Mr H and Mrs H complain about Ageas Insurance Limited (“Ageas”) and the decision to record a claim against them after they contracted Ageas to discuss the cover available on their policy following an issue with their front door.

Mr H has acted as the main representative during the claim and complaint process. So, for ease of reference, I will refer to any comments made, or actions taken by either Mr H or Mrs H as “Mr H” throughout the decision where appropriate.

## **What happened**

The claim and complaint circumstances are well known to both parties. So, I don’t intend to list them chronologically in detail. But to summarise, Mr H held a home insurance policy, underwritten by Ageas, when he discovered his front door locking mechanism had jammed. So, he contacted Ageas to discuss the cover provided within his policy.

Ageas advised there was no cover under the buildings section of his policy. But they explained the situation may be covered under the accidental damage section if the damage was caused by an accident and wasn’t wear and tear related. Mr H agreed to instruct a locksmith to inspect the damage and that he would return to Ageas if the cause was something his policy covered.

Mr H didn’t return to Ageas. But he discovered when he attempted to take out a new policy with a new insurer that his premium was impacted by Ageas’ decision to record his conversation with them as a claim. Mr H was unhappy about this, so he raised a complaint.

Ageas responded to the complaint and didn’t uphold it. They thought they had acted fairly when recording the conversation and information as an enquiry that incurred no cost. And they explained any issue Mr H had regarding the premium quoted by another insurer would need to be directed to that insurer directly. So, they didn’t offer to do anything more. Mr H remained unhappy with this response, so he referred his complaint to us.

Our investigator looked into the complaint and didn’t uphold it. They thought Ageas had acted fairly, in line with the standard industry approach and the policy terms and conditions, when recording the claim as they did. And they explained any complaint Mr H had about premiums quoted by other insurers would need to be raised directly with them. So, they didn’t think Ageas needed to do anything more.

Mr H didn’t agree, setting out several arguments explaining why. These included, and are not limited to, his continued belief that Ageas had failed to make it clear on the conversation between them that having that conversation could increase his future premiums. He was also unhappy how Ageas’ failure to make this clear, and then choosing to record the claim, had left him answering questions asked by his future insurer incorrectly, which made him appear to be dishonest. Mr H maintained his belief that Ageas were unfair to record the claim and so, he wanted this to be removed and then reimbursed for the increased premiums he had needed to pay since. As Mr H didn’t agree, the complaint has been passed to me for a 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.

Having done so, I'm not upholding the complaint for broadly the same reasons as the investigator. I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome.

First, I want to recognise the impact this complaint has had on Mr H and Mrs H. I don't doubt Mr H's testimony that in his mind, he called Ageas to discuss whether or not his policy covered him for the issue he discovered with his front door. And, that he left that call believing he hadn't made a claim on this policy. So, when Mr H discovered through a new insurer that a record has been logged of this conversation and that this record impacted his new premium, I can understand why he would feel unfairly treated and choose to complain.

But for me to say Ageas should do something differently here, for example remove the record and cover the additional premium amount Mr H may be required to pay, I first need to be satisfied Ageas have done something wrong. So, I'd need to be satisfied Ageas failed to act within the policy terms and conditions, or standard industry approach, when making a record of this contact. Or, if I think they did act within these, I'd need to be satisfied Ageas acted unfairly in some other way. In this situation, I'm not persuaded that's the case and I'll explain why.

Before I explain why I reached this decision, I first want to make it clear what I've been able to consider, and how. I note Mr H is unhappy with the increased premium that was quoted by another insurer, due to the record applied by Ageas to the central insurance database. Any complaint about this increase premium would be the responsibility of the insurer quoting it and so, Mr H would need to direct this to that insurer directly. It isn't something Ageas can be held responsible for and so, it hasn't been considered when reaching my decision.

I also want to make it clear our service is an alternative to the courts and so, we don't make legal determinations nor are we obliged to provide legal definitions, such as the one Mr H has requested in response to our investigator's view.

Instead, in line with our services approach, I've considered the way Ageas chose to record the conversation between Mr H and themselves, regarding the issue he found with his door., to decide whether they acted fairly and reasonably. And when doing so, Ageas have a duty to ensure any information they record is fair, accurate and up to date.

I've listened to the call between Mr H and Ageas. And within this call, Ageas confirm Mr H was unable to claim on the buildings section of the policy he held. But they did explain to Mr H that he had accidental damage cover and that, if the damage was consistent with this, he may be able to claim. But it was also made clear that if the lock was damaged due to wear and tear, this wouldn't be covered.

Mr H explained during the call that at that time, he was unsure what the cause was. And so, he advised he would instruct a locksmith to assess the damage and return to Ageas should he wish to raise a full claim on the policy. And it's not in dispute that Mr H didn't return to Ageas again. So, I can understand why Mr H feels he didn't make a claim on the policy.

But crucially, Ageas hasn't recorded the contact between themselves and Mr H as a full claim. I've seen evidence that shows the contact was recorded as an enquiry, with the status as "no cover" and no costs being incurred.

So, I'm satisfied the way Ageas recorded this information was accurate, fair and up to date. And I must be clear that in line with standard industry approach, and Ageas' obligations, they are required to record information relevant to the policies they provide. In this situation, the conversation was left with Mr H signalling an intention to return to Ageas and make a claim, if he felt the damage was consistent with the cover he held. So, Ageas were left in a situation where Mr H may return to them and so, this was an implied risk on the policy I can't say they were unfair to record.

And the policy Mr H holds also clearly explains within the policy wording why they compile certain personal information, including information about current and past policies and more crucially, that they will share this information with a variety of other organisations, including other insurers. So, I'm unable to say they acted outside of the policy when doing so.

I recognise Mr H is unlikely to agree with the above. And I want to reassure him I've thought carefully about all the points he's raised, even if I haven't commented on them specifically due to the informal nature of our service. But crucially, while I don't dispute Mr H's intention was to speak to Ageas to gain a better understanding, and that he ultimately didn't make a full claim, the policy terms and conditions also make it reasonably clear that he should check his policy wording to ensure his circumstances were covered before he contacted Ageas.

I note that the policy terms and conditions then provide the contact number he should call, should he wish to make a claim, after making Mr H's responsibilities regarding his understanding clear. So, I think Ageas made it reasonably clear of Mr H's obligations before making contact, and this is all I would expect them to do.

And further to this, while I understand why he thinks Ageas should have made it clear on the call their intention to make a record of the information he provided, and what impact this may have on future premiums, this isn't something Ageas were obliged to do, nor is it something our service or standard industry approach would expect.

So, while I do appreciate how he felt this omission led to him appearing as though he'd answer other insurers questions dishonestly, I'm unable to hold Ageas responsible for this or the feeling Mr H suffered, as I can't reasonably say they did something wrong.

Because of all the above, I'm satisfied Ageas acted fairly when recording the contact with Mr H in the way they did and so, I'm not directing them to take any further action.

### **My final decision**

For the reasons outlined above, I don't uphold Mr H and Mrs H's complaint about Ageas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H and Mrs H to accept or reject my decision before 13 May 2025.

Josh Haskey  
**Ombudsman**