

The complaint

Mrs and Mr W complain about Ageas Insurance Limited's decision not to renew their home insurance policy.

Ageas has been represented on the complaint by its agent. All references to Ageas include its agent.

In the decision, I refer to Mrs W, who is the first named on the policy and has led on the complaint to Ageas and to our service. All references to Mrs W also include Mr W where appropriate.

What happened

Mrs W had a home insurance policy with Ageas, that renewed in January 2024. In July 2024, she made two accidental damage claims with Ageas, that were accepted and paid.

In December 2024, prior to renewal in January 2025, Ageas informed Mrs W it would be unable to continue cover from renewal. Mrs W complained about Ageas's decision.

Ageas issued a complaint response in December 2024. It said the decision not to offer renewal was an underwriting decision and due to Mrs W's claim history. It confirmed the existing policy would lapse in January 2025.

Mrs W referred her complaint to the Financial Ombudsman Service. She said she wasn't advised of Ageas's decision until closer to renewal. She said she should've been advised at the time of the claims and felt punished for making the claims. She said she had trouble finding cover elsewhere.

The Investigator didn't uphold the complaint. They said Ageas hadn't acted unfairly or unreasonably in not offering renewal. They said Ageas provided sufficient notice in line with standard industry practice, and didn't mislead or give Mrs W wrong information.

Mrs W didn't agree. She said Ageas didn't explain its decision didn't amount to declining cover, and that she didn't have to disclose this to other prospective insurers.

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.

Decision not to renew

Mrs W's home insurance policy, like the majority of similar policies, ran for a year. Even if it has been renewed more than once, this doesn't make it a continuous policy. Each policy is a separate contract in its own right and effectively, each renewal is a new sale.

Each insurer is entitled to take its own view of risk, and based on that, whether to offer insurance cover to a particular policyholder. Generally, an insurer can take into account any

information it wishes, when deciding how risky something is to insure. That means Ageas, at renewal, was entitled to look afresh at the information it had in relation to Mrs W, and make a decision about whether to offer cover.

It isn't the role of the Financial Ombudsman Service to decide Ageas's underwriting criteria, as this is its commercial decision. However, we can consider whether it has been correctly applied.

Ageas has provided the Financial Ombudsman Service with a copy of its internal system information. I'm satisfied this shows the decision not to renew was based on Mrs W's claim history, and Ageas's underwriting guide at the time. I've not seen evidence to show there were any errors or mistakes, and for the reasons outlined above, I'm satisfied Ageas acted fairly in exercising its right to decide whether to offer cover, in line with its view of the risk.

I understand Mrs W feels like she was punished for making a claim. But from Ageas's point of view, it's entitled to exercise its commercial judgement, as outlined above, so I don't find it acted unreasonably.

Notice

Mrs W said she should've been advised the policy may not renew at the time she made the claims in July 2024.

I don't consider Ageas was required to give her notice at that time, given it was around six months before the policy would be due to renew. I've therefore gone on to consider whether Ageas did give Mrs W sufficient notice.

Ageas informed Mrs W of its decision not to renew, on 20 December 2024. And Mrs W's renewal was due on 25 January 2025. This means it gave her more than a month's notice. I think this is in line with standard industry practice, so I think Ageas gave Mrs W fair notice in the circumstances.

Information given

Mrs W said Ageas didn't explain it hadn't declined cover, and she didn't have to disclose this to other prospective insurers.

I've reviewed the evidence to see what information Ageas provided Mrs W. Having reviewed the renewal notice, and Ageas's complaint response, I can see it made it clear it wouldn't be able to continue cover from renewal, and the existing policy would lapse at the renewal date.

I don't consider Ageas was required to advise Mrs W on how to answer questions she may be asked by other prospective insurers. It was only required to provide clear, fair and not misleading information about its renewal decision. I'm satisfied Ageas fulfilled that duty.

I consider Ageas's decision was set out clearly and in plenty of time to enable Mrs W to source another policy prior to the renewal. Ageas did provide information to help Mrs W source alternative insurance cover, but I'm not persuaded this amounted to misleading information.

Overall, for the reasons outlined above, I don't find that Ageas acted unfairly.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W and Mr W to accept or reject my decision before 11 July 2025.

Monjur Alam
Ombudsman