

The complaint

Mr and Mrs P complain that Ageas Insurance Limited (“Ageas”) has unfairly declined their burglary claim and voided their home insurance policy.

Any reference to Mr P, Mrs P, and Ageas includes any respective agents or representatives.

What happened

The background of this complaint is well known between the parties, so I’ve provided a summary of what’s happened.

- Mr and Mrs P took out their home insurance policy with Ageas in February 2024 during an online sale through an aggregator website. During this sale, a figure of £54,000 was input to reflect the contents Mr and Mrs P had within their home. Through that aggregator site they took out a gold policy that had a contents limit of £100,000.
- In September 2024 Mr and Mrs P made a claim under their insurance policy related to a break in/burglary.
- Ageas considered the claim, and said during its validation it discovered Mr and Mrs P had previously made a claim in December 2023 that they’d not disclosed at the point of sale. It also said Mr and Mrs P disclosed they had five bedrooms – but at the point of sale they’d said they had only four bedrooms. It said both of these factors would’ve impacted the premiums it charged – but it still would’ve insured them.
- Ageas said the jewellery lost in the claim was to a value of £184,535.79. Ageas said the cover taken (“Gold”) provided a limit of £100,000 for contents. And had Mr and Mrs P disclosed the value of their contents at the point of sale, Ageas wouldn’t have provided cover. So, in December 2024 it told Mr and Mrs P it would void the policy from inception. It said it accepted this as a careless misrepresentation and have the premiums refunded.
- The complaint came to our Service and one of our Investigators looked at what happened. She didn’t uphold the complaint, saying:
 - Having considered the sales journey and questions asked of Mr and Mrs P, she was satisfied they didn’t take reasonable care to not make a misrepresentation in relation to the value of their contents.
 - She was satisfied Ageas wouldn’t have accepted the risk had it known of the value of the contents. So, its decision was a fair one.
 - She agreed Ageas’ conclusion this was careless was a fair one, and she didn’t ask Ageas to do anything further.
- Mr and Mrs P disagreed, saying they assumed that £54,000 for contents was sufficient, and they felt they should at least be compensated for what they lost – even if Ageas didn’t cover the jewellery losses.
- The Investigator explained that this didn’t change her mind, and she referred to policy

terms requiring Mr and Mrs P to disclose information. Since the complaint has been awaiting my review, Mr and Mrs P submitted that they had been temporarily holding gold on behalf of a relative. They reiterated their genuine belief that £54,000 as a contents limit would be sufficient – and said it was not made clear that items over a certain value needed to be itemised. They also said it wasn't clear that that undisclosed gold or jewellery could lead to a claim being limited if not declared. Nor was it clear that jewellery gifted to them needed specific disclosure. They've also said they found the process confusing and overwhelming. And had it been made clear at the start, they would've done so.

So, the complaint has been passed to me for an Ombudsman's 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.

Having done so, I'm not upholding this complaint, I'll explain why.

The crux of Mr and Mrs P's complaint concerns the underinsurance of their contents, and the voidance of their home insurance policy.

At the time of the claim, Mr and Mrs P had £100,000 as their "sum insured" for contents given the type of policy they'd taken, and this included £5,000 as a limit for high-risk items.

It doesn't appear in dispute that this sum is not reflective of the actual sum of the jewellery now its been assessed. And I've been given a report from Ageas that outlines the value of the jewellery alone to be far in excess of £100,000. And together with the non-jewellery items Ageas has said the total sum of contents was £261,755.79. Again, this has not been disputed. So, it's clear to me that Mr and Mrs P were underinsured.

Mr and Mrs P's policy outlines its obligations on policyholders, stating *"It's really important that you've got the right amount of cover in place for your needs. If you've not taken out enough cover to replace your property and possessions as new, this may have an effect on how much we pay or a claim."* I think the policy is clear that underinsurance may impact claims – and this is a common term across policies of this nature.

There are laws and industry wide best practice about the responsibilities on insurers and consumers when starting or renewing a policy, so we think it's in line with those laws, best practice, and fair and reasonable in the circumstances to consider those responsibilities.

Ageas has said the policy was sold on a non-advised basis through an online sale. And it said it gave Mr and Mrs P all the information they needed to reasonably answer the questions it put to them.

So, I've looked at the question that Mr and Mrs P were asked that related to their contents. This says:

"How much would it cost to replace all of the contents in your home?"

Below this it said *"Based on our data, homes of a similar size have an average contents value of £54,000"* and it makes reference to excluding valuable items worth more than £1,500 and allows for the applicant to input a figure.

I think the question here was clear – and I think this has enabled Mr and Mrs P to provide a

reasonable answer. Mr and Mrs P have told this Service that they did input £54,000 as they believed this was the sum they assumed would be suitable for their belongings.

Simply put, I'm not satisfied it was a reasonable answer. I say this as Mr and Mrs P had jewellery and gold in their home to a sum of well over £150,000. They've indicated it wasn't made clear that inherited or gifted items would need to be included. I don't agree this is the case, as the question asks about *all* of the contents of their home, with no reference to recent purchases or non-gifted items.

Mr and Mrs P have indicated that it was never made clear to them that certain items would need to be specified. And they've indicated they found the process confusing and overwhelming. Again, I don't agree. Mr and Mrs P took out the policy online and were asked a clear question about the value of the contents in their home – so I don't hold Ageas responsible for an unreasonable and inaccurate answer being given. Overall, I'm satisfied Mr and Mrs P didn't provide a reasonable answer in the circumstances.

Next, I've considered the impact of this – that is to say, did it make a difference to Ageas.

Ageas has provided me with underwriting guidance that shows it wouldn't have insured Mr and Mrs P as it wouldn't accept a policyholder with more than £100,000 of contents within their home.

Given Ageas would not have insured Mr and Mrs P – it is entitled to void the policy. It has also chosen to refund the premiums paid. Given this is the most preferable to a consumer compared to the alternatives, I haven't needed to consider this further.

For all of these above reasons, I'm satisfied that Ageas has fairly declined this claim and voided this policy from inception.

My final decision

For all of the above reasons, I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P and Mr P to accept or reject my decision before 22 August 2025.

Jack Baldry
Ombudsman