

## **The complaint**

Mr W is unhappy with the decision made by Ageas Insurance Limited (Ageas) following a claim attempted for damage to his TV under his home insurance policy.

## **What happened**

Mr W took out home insurance with Ageas. The policy included cover for '*Moving home*', and '*accidental damage*'. '*Moving home*' explained cover would only be provided where damage was caused '*whilst being removed by a professional removals company*'. '*Accidental damage*' is defined as '*damage that is unexpected and unintended, caused by something sudden and which is not deliberate*'. The policy further defined a home as '*the address which you've insured*'.

In June 2024 Mr W contacted Ageas to make a claim. He said that during a house move he'd accidentally dropped his TV. Mr W said he'd taken the TV to a scrapyard but had taken photos of the damage, which he agreed to send to Ageas for review.

Mr W didn't hear anything about his claim for several months. Mr W chased Ageas for a response in October 2024. Mr W was told his claim wouldn't be covered because an insured event hadn't taken place. Mr W complained to Ageas about its decision to reject his claim.

Ageas didn't change its decision on Mr W's claim but said its communication with Mr W about the claim outcome had been poor. Ageas paid Mr W £200 in recognition of its poor service and the impact on Mr W.

Mr W was unhappy with this response and brought his complaint to the Financial Ombudsman Service. The Investigator found that Ageas had acted reasonably in applying the policy terms, and the £200 it had paid was reasonable. The Investigator didn't ask Ageas to do anything in settlement of Mr W's complaint. Mr W rejected these findings. As the complaint couldn't be resolved, it has been passed to me for 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.

I'd like to reassure the parties that although I've only summarised the background to this complaint, so not everything that has happened or been argued is set out above, I've read and considered everything that has been provided.

When we investigate a complaint about an insurer's decision on a claim, our role is to consider whether the insurer handled the claim in a fair and reasonable manner. So, I've considered if it's fair and reasonable for Ageas to have refused Mr W's claim. Having done so, I believe it is. I realise this will be a disappointment for Mr W, but I hope my findings go some way in explaining why I've reached this decision.

There's no dispute that Mr W didn't use a professional removals company to move the TV from his home. So, I'm satisfied the '*Moving home*' section isn't applicable for the purposes of

considering Mr W's claim. I've considered whether the circumstances of the damage to the TV meet the claim terms for '*Accidental damage*.'

Mr W says the damage happened whilst '*in between the front door and enclosed porch area*', and that he '*didn't stop to take any photos, in the porch area where the damage occurred*.' I also note Mr W's comments about Ageas not disputing where the damage happened. However, I'm satisfied the location of where the damage took place is central to Mr W's claim and why it has been declined by Ageas.

Ageas's position is that the damage more than likely happened at Mr W's new address. It has based this decision on the photos provided by Mr W which show the damaged TV in a location resembling Mr W's new address, as opposed to the insured address. As Mr W's policy only covers contents in the home, Ageas say the damage to the TV isn't covered.

When evidence is contradictory or inconclusive (or both) I have to make a finding on the balance of probabilities. That is what I find is most likely to have happened in view of the available evidence and wider circumstances. I appreciate what Mr W has explained about how damage to the TV happened. But I'm not persuaded enough by the evidence to say that it would be fair and reasonable to ask Ageas to pay Mr W's claim.

I say this because the policy is clear in stipulating it provides cover for damage to contents which happens at '*the address which you've insured*.' In this case, that would be the address on Mr W's policy summary. I can only ask Ageas to consider or pay for the claim if I'm satisfied that the damage to Mr W's TV happened at the insured address.

I've reviewed the photos Mr W sent to Ageas in support of this claim. I also note what Mr W has explained about not taking photos at the insured address because of the rush in trying to vacate from the insured address within the stipulated timeframe that he'd been given. I've carefully considered Mr W's testimony alongside the photos he has provided. All things considered, I'm persuaded Ageas's decision to decline Mr W's claim is fair and reasonable.

I say this because I haven't seen any evidence to reasonably support the damage happened the way Mr W has described. The images on street view checker reasonably support Ageas's position about the likely location of the damage. Although I understand Mr W didn't have time to take photos at the insured address, I think Ageas's question about the photos showing the new address is fair when assessing the claim. Especially given the TV was disposed of before Ageas had a chance to further consider the claim.

This situation has clearly left Mr W feeling stressed, upset, and financially out of pocket. But I can't ask Ageas to pay for, or reconsider the claim, given the evidence that has been provided, and what the policy terms explained. I haven't seen any evidence to persuade me that Ageas's actions have been wrong, or outside of the policy terms.

Ageas accept that its service was poor in respect of the communication with Mr W about his claim and letting him know its decision. This didn't happen until Mr W chased Ageas for a response in October 2024. Ageas paid Mr W £200 in recognition of this poor service. Having considered the length of the delay, and impact on Mr W, I'm persuaded this amount is reasonable and in line with what I would direct in the circumstances. This amount recognises Ageas could've been more proactive in managing the claim, but also that the outcome of the claim itself remains unchanged.

### **My final decision**

For the reasons provided I'm not asking Ageas Insurance Limited to do anything in settlement of this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 8 October 2025.

Neeta Karelia  
**Ombudsman**