DRN-5697501

The complaint

Mr B complains that Ageas Insurance Limited mishandled his claim on a scooter insurance policy.

What happened

From late 2019, Mr B gave his brother and his sister-in-law a power of attorney. Much of the complaint is about acts, omissions and communications by them on his behalf. So I may refer to their acts, omissions or communications as his.

Mr B moved into assisted-living accommodation.

From at least late February 2023, Mr B insured a mobility scooter on a policy with Ageas. He and Ageas renewed the policy for the year from late February 2024. The policy schedule gave details of the scooter including its year of manufacture in 2014 and its value of £3,000.00.

Mr B kept the scooter in a scooter store shared with other residents. Access was by fobs issued to residents.

On about 19 May 2024, Mr B's brother and sister-in-law went to the store to try to check on the scooter. They had a fob but couldn't get in. They couldn't see the scooter through the window.

On about 1 July 2024, a member of staff let them into the store and they discovered the theft.

On 18 July 2024, Mr B reported to Ageas that someone had stolen the scooter.

On about 16 August 2024, Ageas declined the claim.

On about 21 August 2024, Mr B complained to Ageas.

Much of the complaint is about acts, omissions and communications of a claims administrator on behalf of Ageas. Insofar as I hold it responsible for them, I may refer to them as acts, omissions and communications of Ageas.

By a final response dated 15 October 2024, Ageas turned down the complaint. The final response included the following reasons:

- "limited information"
- "the claim was out of the 30-day notification period"
- General condition "*C. YOUR DUTY*" (quoted below).

Mr B brought his complaint to us in late October 2024. He asked us to direct Ageas to settle the claim.

our investigator's opinions

Our investigator didn't recommend in mid-May 2025 that the complaint should be upheld. She thought that Ageas had declined the claim fairly.

Mr B provided further information. Our investigator didn't recommend in late May 2025 that the complaint should be upheld.

She still thought that Ageas had declined the claim fairly.

Mr B disagreed with the investigator's opinion. He asked for an ombudsman to review the complaint.

my provisional decision

After considering all the evidence, I issued a provisional decision on this complaint to Mr B and to Ageas on 11 July 2025. I summarise my findings:

> I was minded that Ageas didn't treat Mr B fairly by declining the claim by reason of the general condition requiring reasonable precautions.
>
> I wasn't minded that it would be fair for Ageas to decline the claim by reason of Mr B not having reported before 1 July 2024 that someone had stolen the scooter.
>
> I wasn't minded that it would be fair for Ageas to decline the claim by reason of Mr B not notifying the claim before 18 July 2024.
>
> Mr B's brother and sister-in- law have borne the brunt of the distress and inconvenience themselves. Unfortunately, I don't have the power to direct Ageas to pay them compensation as they are not the policyholder, and they do not have the benefit of cover.

Subject to any further information either from Mr B or from Ageas, my provisional decision was to uphold this complaint in part. I intended to direct Ageas Insurance Limited to:

1. reconsider the claim in line with the policy terms; and
2. insofar as its reconsideration results in a payment, to add simple interest on that payment at a yearly rate of 8% from 16 August 2024 to the date of payment. If Ageas considers that it's required by HM Revenue & Customs to take off income tax from that interest, it should tell Mr B how much it's taken off. It should also give him a certificate showing this if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

Mr B accepted the provisional decision. His brother said the following:

> *"I do not have (nor does Mr* [B]*) anything else to add and would be happy to accept the provisional decision. I would like to point out that the Ombudsman is correct that we took the lion's share of the distress and inconvenience but Mr* [B] *also suffered distress and inconvenience as the whole issue upset him somewhat. Of course, as a POA, I could help him and deal with the numerous emails and calls but it has been on his mind and bothering him. I would like to just make that point although it has no bearing on the decision to uphold the complaint in Mr [*B]*'s favour.*

Please could you ask the insurer to direct any letters etc. to myself at this email address so that I can complete this saga for my brother.

Finally, I would like to thank the FOS and it's teams for the help in resolving this. These cases highlight why FOS is needed now more than ever and why an independent arbitrator is so important for the FS industry"

Ageas hasn't responded to the provisional decision.

So I see no reason to change my view.

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.

The policy terms

Ageas' policy terms included the following:

"*SECTION 2 - LOSS OR ACCIDENTAL DAMAGE*
A. WHAT ARE YOU COVERED FOR?
1…
2. If your scooter or wheelchair is stolen your Claims Administrator will pay the market rate, as determined by them, for a replacement scooter or wheelchair of similar make, model and age"

So the policy covered theft and provided for payment of the market rate of a replacement.

Ageas' policy terms also included the following:

'*If you need to claim under any section of this policy, you must tell the Claims Administrator as soon as possible and not later than 30 days after any possible incident likely to result in a claim*...'

So Mr B had to tell the claims administrator about any claim as soon as possible and not later than 30 days after any possible incident.

Ageas' policy terms continued as follows:

'…*Within 30 days of notifying the Claims Administrator, you shall supply, at your own expense, full details of the claim in writing together with any supporting information, evidence of ownership and proofs which the Claims Administrator may reasonably require including proof of purchase. If you do not let the Claims Administrator/ us know within 30 days and this affects their/ our ability to confirm your claim, unless there are exceptional circumstances, they or the insurer will not pay for that claim'*

So if Mr B didn't tell the claims administrator within 30 days of the need to clam, then – unless there were exceptional circumstances – Ageas would not pay that claim.

Ageas' policy terms also included the following:

'*GENERAL CONDITIONS*
…

> *C. YOUR DUTY*
> *You must maintain your scooter or wheelchair in good condition and take all precautions to prevent accidents, injury, loss or accidental damage*.'

So, Mr B had to maintain the scooter in good condition. In addition, he also had to take precautions to prevent loss.

The Claim

An insurer must deal with a claim promptly and fairly.

From what his brother has said, Mr B hadn't used the scooter since he moved into the assisted-living accommodation. Mr B's brother and sister-in-law couldn't recall when they last saw the scooter.

There was no evidence of a forcible break-in to the store or of other thefts from it. So they can't say when it was stolen. I accept that this meant that the management didn't know what period of CCTV would be relevant.

I accept that there was limited information.

Nevertheless I consider that Mr B's brother and sister-in-law have done enough to show that Mr B had a scooter and someone stole it. So I consider that the onus falls on Ageas to show good reason why it shouldn't pay the claim.

Ageas has referred to a general condition requiring reasonable precautions. However, I find that Mr B's brother and sister-in-law knew where the scooter was locked away, or thought they did. I'm satisfied that Mr B or his family took reasonable precautions to prevent loss of the scooter.

Moreover, Ageas has referred to a general condition rather than to an exclusion of a claim for failing to take reasonable precautions. And I'm not persuaded that it would be fair for Ageas to apply any such an exclusion unless the lack of precautions amounted to recklessness.

So I consider that Ageas didn't treat Mr B fairly by declining the claim by reason of the general condition requiring reasonable precautions.

I've seen evidence that residents had been using the scooter store as a short-cut and there had been "tailgating", so management changed the fobs to provide access only for residents with scooters in the store. I accept that Mr B's brother and sister-in-law were unaware of this until July 2024.

With the benefit of hindsight, I find it more likely than not that someone stole the scooter before 19 May 2024.

However, the context included a policyholder who had been unwell and his brother and sister-in-law who were no doubt doing their best. On 19 May 2024, they were faced with a locked store to which they couldn't get access. The context also included their belief (which I find reasonable) that management might have moved the scooter.

Also I consider that the context which I've described was enough to amount to "exceptional circumstances".

So I'm not persuaded that it would be fair for Ageas to decline the claim by reason of Mr B not having reported before 1 July 2024 that someone had stolen the scooter.

Mr B's brother and sister-in-law knew of the theft from 1 July 2024, yet didn't report it to Ageas until 18 July 2024. So I'm not satisfied that they told Ageas or the claims administrator about the claim as soon as possible.

However, the exclusion quoted above isn't of a claim not notified as soon as possible.

Rather it is an exclusion of a claim not notified within 30 days. And I'm satisfied that Mr B's brother and sister-in-law notified Ageas of the claim within 18 days of knowing of the theft. So I'm not persuaded that it would be fair for Ageas to decline the claim by reason of Mr B not notifying the claim before 18 July 2024.

So, I don't consider that Ageas treated Mr B fairly by declining his claim for any of the reasons it gave.

Putting things right

I've thought about what it's fair and reasonable to direct Ageas to do to try to put things right at this late stage.

I've thought about the distress and inconvenience Ageas has caused. However, I find it likely that Mr B's brother and sister-in- law shielded Mr B from most of this.

They have borne the brunt of the distress and inconvenience themselves. Unfortunately, I don't have the power to direct Ageas to pay them compensation as they are not the policyholder, and they do not have the benefit of cover.

So I don't direct Ageas to pay any compensation for distress and inconvenience.

Consumers often expect that we will direct the insurer how much to pay. However, in circumstances where the insurer has unfairly declined the claim without quantifying it, we often direct the insurer to "*reconsider the claim in line with the policy terms*". And that's what I will direct in this case (as I don't think Ageas has yet considered the value of a replacement scooter).

I will also direct Ageas, insofar as its reconsideration results in a payment, to add interest at our usual rate.

My final decision

For the reasons I've explained, my final decision is that I uphold this complaint. I direct Ageas Insurance Limited to:

1. reconsider the claim in line with the policy terms; and
2. insofar as its reconsideration results in a payment, to add simple interest on that payment at a yearly rate of 8% from 16 August 2024 to the date of payment. If Ageas considers that it's required by HM Revenue & Customs to take off income tax from that interest, it should tell Mr B how much it's taken off. It should also give him a certificate showing this if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 25 August 2025.
Christopher Gilbert
Ombudsman