

## **The complaint**

Mr R complains that Ageas Insurance Limited declined his claim on his motor insurance policy following the theft of his car.

## **What happened**

Mr R's car was stolen from outside his home and later located by the police. He made a claim for repairs because the key no longer worked. But Ageas declined his claim following its investigation. It said there were no signs of forced entry into the car. It said the car could only be opened if a key had been used but "relay theft" could be used to start it. Mr R still had the two keys, and he told Ageas that he had to lock the car by physically using a key.

So Ageas concluded that the car had been unlocked at the time of the theft, and this was excluded from cover by the policy's terms and conditions. Ageas paid Mr R £150 compensation for delays in its investigation and lack of updates. But Mr R wanted his claim accepted.

Our Investigator didn't recommend that the complaint should be upheld. She thought Ageas had reasonably investigated the claim and considered the evidence before deciding to decline it. She thought it did this in keeping with the policy's terms and conditions as she thought it had reasonably decided that the car had been left unlocked and this was excluded from cover. And she thought Ageas' payment of compensation was fair and reasonable for the trouble and upset caused.

Mr R replied that Ageas' key report didn't state that the car had definitely been left unlocked at the time of the theft. Mr R asked for an Ombudsman's review, so his complaint has come to me for a 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.

I can understand that Mr R feels frustrated that Ageas declined his claim. Mr R has explained the impact this has had on him and his family. And I was sorry to hear this.

Ageas relied on a policy term and condition to decline Mr R's claim. This is set out on page 14 of the policy booklet under Fire and Theft:

*"Loss or damage caused by malicious damage or vandalism when no one is in it, unless all the windows, doors, roof openings or hood are closed and locked and all keys and devices needed to lock the car are with you or the person authorised to use the car."*

I think this is a common term in motor insurance policies and doesn't require highlighting to bring it to Mr R's attention. And so I think it was reasonable for Ageas to rely on it.

As our Investigator has already explained, we're not engineers. We don't assess how a theft has occurred. Our role is to consider whether an insurer has reasonably investigated and considered the evidence available and justified its decision about a claim.

I can see that Ageas spent some time investigating the claim. It interviewed Mr R. Its field engineer inspected the car twice and Ageas sent the car's keys for expert analysis.

In his interview, Mr R had said that the car's central locking hadn't worked for about a year. He said he had to use a key to physically lock the car. He said that on the day of the theft he had cleaned the car and left it secure. But when he returned 40 minutes later it was missing.

Ageas' engineer said there were no signs of forced entry, such as a broken window or door, into the car.

The key specialist's report stated, in summary:

*"The fobs supplied are the original pair issued to the vehicle when new. They are both coded and functional with evidence of handling and use.*

*...the vehicle cannot be unlocked using the relay method. The keyless ignition means the ignition could be activated using the relay method, but only if access to the interior was first available."*

Mr R has been provided with a copy of the detailed report provided by the key specialist. Ageas said the car could only be unlocked with a key and the relay method wouldn't do this. Mr R still retained the two keys. It therefore thought the car had been left unsecure at the time of the theft.

I can see that Mr R is adamant that he locked the car after cleaning it. And he says the key specialist's report doesn't say definitely that the car had been left unlocked. But I haven't seen any other explanation of how the thieves gained entry to the car if it had been secured.

So I think it was fair and reasonable for Ageas to decide that it had been left unlocked based on the engineer's evidence that there was no sign of forced entry to the vehicle, the key report that the vehicle is not susceptible to the relay method of theft unless entry to the interior is already gained and Mr R's explanation that the central locking system was not in working order.

And so I'm satisfied that Ageas fairly and reasonably investigated the claim and considered the evidence before deciding to decline it in keeping with the policy's terms and conditions.

I note that Ageas paid Mr R £150 compensation for the trouble and upset caused by its delays in having the engineer inspect his car and with the key analysis. I think that's in keeping with our published guidance for the impact caused by these delays, and so I think that was fair and reasonable.

## **My final decision**

For the reasons given above, my final decision is that I don't uphold this complaint.

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

Phillip Berechree  
**Ombudsman**