

## **The complaint**

Mr M complains that Ageas Insurance Limited declined his motor insurance claim.

## **What happened**

Mr M's caravan was insured by Ageas under a motor insurance policy. In 2024 he made a claim for theft of his caravan against the policy.

Ageas declined the claim. It said Mr M told it that he stored the caravan with a storage company, he'd given keys to them and the storage company had told him it had disposed of the caravan as they hadn't heard from Mr M. He'd also told Ageas he wasn't looking to report the matter to the police. Ageas said this wasn't a theft claim but a civil matter. Mr M would have a contract with the storage company which was for him to manage.

Mr M complained to this Service. One of our Investigators considered the complaint and said Ageas had reasonably declined the claim on the information it had. After our investigation Mr M told us that Ageas hadn't previously been provided with his contract with the storage company. Our Investigator said Mr M would need to send the document to Ageas and ask if the contract would change its assessment.

Mr M sent Ageas a copy of the contract between him and the storage company, his bank statement showing payment to the storage company and receipt of payment. He asked Ageas to reassess the claim.

Ageas didn't respond to the new evidence and so Mr M has made this complaint to us. He says Ageas refused to act on his new evidence and he'd been told his evidence had been deleted. He wants Ageas to accept the claim. He says he's been very distressed with how Ageas has treated him and his claim.

As Ageas told us it hadn't received the information from Mr M our Investigator for this complaint resent Ageas the new evidence Mr M provided. Ageas said its decision remained the same, Mr M had told it he hadn't reported the matter to the police and the incident related to a civil dispute.

Our Investigator said Ageas has acted reasonably, there was still no evidence that Mr M's caravan had been stolen.

Mr M wanted an Ombudsman's decision. He told us he'd been informed by the police that two people related to the storage company have been charged with the theft of his caravan.

As agreement hadn't been reached the complaint came to me to decide.

## What I provisionally decided – and why

I made a provisional decision explaining why I was intending to say that Ageas must reassess Mr M's claim and pay him compensation for his distress and inconvenience due to how it's handled his claim. I said:

'I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

The relevant regulator's rules say that insurers must handle claims promptly and fairly and they mustn't turn down claims unreasonably.

The Policy says:

*'Loss or Damage to you vehicle*

*We will insure Your Vehicle against loss or damage caused by:*

- *accidental or malicious damage and vandalism;*
- *fire (including Your Vehicle bursting into flames), lightning and explosion; or*
- *theft or attempted theft, or Your Vehicle being taken away without Your permission'.*

Ageas declined the claim because it said Mr M's caravan being taken away by the storage company was a 'civil matter'. He's now shown us evidence from the police that two people have been charged for the theft of his caravan and the matter will be going to court. I've asked our Investigator to send the new evidence from the police to Ageas.

Ageas must reassess the claim in light of the new evidence. I'd asked Mr M to tell me whether he's been given a date for the court proceedings. He didn't respond but that doesn't matter as I think it unlikely a court date would be soon given the decision to charge was relatively recent. I think Ageas should reassess the claim now. The basis of it declining the claim, that it's a civil matter, is now incorrect. Ageas needs to make a full assessment on all the evidence it has. Mr M may want to provide it with further information if he wishes.

When Ageas tells Mr M of its claim decision it reasonably needs to give him a full explanation of its decision, particularly given that the policy covers *'theft or attempted theft, or Your Vehicle being taken away without Your permission'*.

If, taking this new evidence into account, Ageas still declines the claim then if Mr M disagrees he can complain to Ageas and ultimately to us about Ageas' decision.

I think Ageas hasn't given Mr M prompt or fair service. He emailed it a copy of the contract in July 2024 and it only responded when he complained to our service. Mr M says he was told by one of Ageas' representative that the information he'd sent has been deleted. I don't have Ageas' file to know if that's correct but its lack of response to Mr M was understandably distressing for him. I think it's reasonable for Ageas to pay Mr M £150 compensation for his distress and inconvenience due to how it's handled his claim'.

## Responses to my provisional decision

We sent the new evidence from the police to Ageas and Ageas accepted my provisional decision. Mr M didn't respond.

## **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.

As Ageas accepted, and Mr M didn't respond to, my provisional decision I've no reason to change my mind. For the reasons I've given in my provisional findings and these findings Ageas must reassess the claim on all the evidence it has and pay Mr M £150 compensation for his distress and inconvenience due to the unfair way it's handled his claim.

To be clear to both parties, when Ageas tells Mr M of its claim decision it reasonably needs to give him a full explanation of its decision, particularly given that the policy covers '*theft or attempted theft, or Your Vehicle being taken away without Your permission*'.

Ageas must reassess the claim in a reasonable timescale. If Ageas still declines the claim following its reassessment and Mr M disagrees with its decision then he can complain to Ageas and ultimately make a separate complaint to us about Ageas' decision.

## **My final decision**

I uphold this complaint and require Ageas Insurance Limited to:

- reassess Mr M's claim in a reasonable timescale, and
- pay Mr M £150 compensation for his distress and inconvenience due to how it's handled his claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 16 October 2025.

Nicola Sisk  
**Ombudsman**