

The complaint

Mr K has complained that Ageas Insurance Limited (Ageas) misled him about which business was the underwriter for his home insurance policy.

What happened

Mr K took out an insurance policy that was branded with the name of his mortgage lender. Mr K later made an insurance claim. Mr K took legal action related to the insurance claim against the mortgage company, for which he incurred legal costs.

Mr K complained to Ageas because he said it had provided him with misleading information about the policy. He said the policy had initially been issued by his mortgage company. Ageas then took over the policy without informing Mr K of this. He said his legal costs related to the legal action against the mortgage company had been unnecessarily incurred and he wanted Ageas to reimburse the costs. Ageas didn't reply to the complaint.

So, Mr K brought his complaint to this Service. Ageas didn't provide its business file, but our Investigator was of the view that he had enough information to say what he thought about the complaint. Our Investigator didn't uphold the complaint. He said both the 2016 and 2017 policy schedules said Ageas was the underwriter. He said he was unable to agree that Ageas had misled Mr K that his mortgage lender or the broker was his insurer.

As Mr K didn't agree, the complaint was referred to me.

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 don't uphold this complaint. I will explain why.

As part of making my decision, I'm aware Ageas hasn't provided its business file. However, I'm satisfied it's had the opportunity to do so and that I have enough information available to me to make a fair and reasonable decision about this complaint.

Mr K has said Ageas didn't tell him it had taken over as the insurer for his policy, so it misled him. As a result, he said he incurred legal costs taking legal action against the mortgage company in relation to the insurance claim, whose name was given on the policy, as he believed it was his insurer. He has said that at no point during the insurance claim was he made aware that Ageas was the insurer.

It's my understanding that Mr K made his insurance claim in 2017. I've read the policy documents issued to Mr K in 2016. The schedule of insurance said:

"We offer Home Insurance from a limited number of Insurers. The Insurer is shown in this section under 'policy underwritten by'"

Further down the same page, it said the policy was underwritten by Ageas. I've also looked at the 2017 policy documents. These also said Ageas was the insurer. So, I'm satisfied it was clear that Ageas was the insurer. Mr K hasn't provided evidence to show Ageas misled him about it being the insurer. Mr K chose to take legal action about his insurance claim and decided to take that action against the mortgage company. I'm not persuaded Ageas was responsible for this or needs to pay Mr K's legal costs.

I'm aware Mr K wants this Service to use its power to award interest as part of resolving a complaint. However, I haven't identified that Ageas misled Mr K about it being his insurer. So, I don't require Ageas to take any action and don't require it to pay him any interest. Mr K also wants me to consider the question of whether the mortgage company acted as underwriter/ insurer. However, I am unable to do this. This complaint only relates to Ageas.

I don't uphold this complaint or require Ageas to do anything else in relation to it.

My final decision

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 15 December 2025.

Louise O'Sullivan
Ombudsman