

The complaint

Mr and Mrs G complain that Ageas Insurance Limited (“Ageas”) has unfairly declined a claim and voided their home insurance policy.

Any reference to Mr and Mrs G or Ageas includes respective agents or representatives.

What happened

The background of this complaint is well known between parties. So, I’ve just provided a summary of events.

- On 23 June 2018 Mr and Mrs G took out their Ageas home insurance policy through an online sale. They did so via a broker acting as an agent of Ageas – meaning Ageas was responsible for the sale.
- In April 2023 Mr and Mrs G suffered a loss when 36 items of jewellery were stolen from their home. They contacted Ageas to make a claim, and it considered this. Ageas said the total value of the stolen items came to over £168,000.
- Ageas assessed the total value of the contents in the home alongside the stolen items and said this came to over £196,000. Ageas said Mr and Mrs G had previously confirmed at their policy renewal in June 2022 that £50,000 was enough to cover the full replacement costs of the contents in their home as new. Ageas said this wasn’t a reasonable answer and it wouldn’t have insured Mr and Mrs G had it known of the value of their contents. So, Ageas said it would void their policy back to June 2018 and return their premiums (£2,291.44).
- Mr and Mrs G complained. They said 17 of the 36 items taken were not owned by them and were owned by family members and they’d been holding them temporarily. And they said they requested £50,000 in 2018 when taking out the policy as per the value of the jewellery they owned alongside their contents for their household. And £50,000 was the correct value in his opinion at the time.
- On 14 January 2025 Ageas provided its final response which said:
 - Mr and Mrs G’s policy provided them with £50,000 cover, and in line with its terms the most it would pay out for a single claim for high-risk items (jewellery, watches etc.) would be 30% of this sum - £15,000. The policy also required Mr and Mrs G to declare any items worth more than £1,500.
 - Mr and Mrs G’s 2011 valuation said their jewellery was worth over £93,000. So, it was reasonable to expect the entire contents of their home to be worth more than £50,000 when they bought the policy and in the subsequent years that followed. And the onus sat with Mr and Mrs G to ensure adequate cover was taken – and Mr and Mrs G never declared any high-value items.
 - Had it known of the risk Mr and Mrs G’s address presented – it wouldn’t have insured them. And it stood by its position to void the policy. In turn, this meant there was no policy for a claim to proceed on.
- The complaint was brought to this Service and one of our Investigators looked at

what happened and didn't uphold the complaint. She said:

- Mr and Mrs G were asked a clear question at the June 2022 renewal about whether £50,000 cover was sufficient to cover all the contents in their home.
 - Mr and Mrs G had provided a part of a valuation from 2011 that indicated 30 items of jewellery listed on the page provided came to over £66,000.
 - Even if she accepted some of the items stolen should not form part of Mr and Mrs G's contents – the items accepted as theirs came to over £48,000 based on the 2011 valuation. So, she wasn't persuaded this would be an accurate reflection of their cost at the point of theft. Particularly in light of the widely recognised increased value of gold and metals over this time.
 - Ageas has provided sufficient evidence of its underwriting criteria to demonstrate it wouldn't have insured Mr and Mrs G – even if they had only owned 19 of the 36 items. So, she was satisfied Ageas had acted fairly in the circumstances.
- Mr and Mrs G disagreed, referring to various obligations and rules it said Ageas had breached. They said Ageas never sought to review, advise or warn Mr and Mrs G that their £50,000 cover may be insufficient – despite Ageas' awareness of gold costs rising. So, it was foreseeable that elderly policyholders relying on outdated valuations would be at risk and unreasonable to expect them to track the global value of gold and conduct regular revaluations.
 - Mr and Mrs G said they had answered Ageas' questions in good faith and did everything reasonably expected of them – so Ageas' decision to void the policy was not fair or reasonable and punitive in nature when there was no suggestion of fraud, deceit or deliberate misrepresentation. They said this was in keeping with the Service's prior decisions to underinsurance.
 - The Investigator didn't change her mind saying Ageas sold the policy on a non-advised basis meaning it had to ask clear, fair and not misleading questions – which it had done. The onus sat with the policyholder to decide to proceed. And she'd seen nothing to suggest Ageas would've been aware of the extent of jewellery in Mr and Mrs G's home. And while Mr and Mrs G said they had no knowledge of valuing jewellery, they had provided a valuation from 2011 which indicated the value was already over £50,000. So, they ought to have reasonably been aware in 2022 that £50,000 wasn't enough to cover all the contents in their home.

Mr and Mrs G still disagreed and reiterated their concerns. So, the matter has been passed to me for an Ombudsman's 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.

This complaint concerns Mr and Mrs G's claim for stolen jewellery as well as Ageas' decision to void their policy for underinsurance. Put simply, if I'm satisfied that Ageas has voided the policy any concerns regarding the outcome of the claim will fall away as there will effectively be no policy for a claim to proceed on. So, I'll consider these matters in turn.

When selling this policy and at renewals, Ageas had to provide information that was clear, fair and not misleading. In line with misrepresentation principles, I would expect Ageas to ask clear questions that reasonably gave Mr and Mrs G the opportunity to understand what they needed to do in order to be appropriately insured in the event of a claim.

As Ageas has voided Mr and Mrs G's policy back to inception, I've thought about both the original sale in 2018 as well as the renewal in 2022 – which was the policy year of the claim.

Ageas has provided the question from the sale in 2018. In which it says Mr and Mrs G were asked:

“How much would it cost to replace all the contents in your home?”

I'm satisfied this is a clear question. And in Mr G's submission he said *“I am not a jeweller and the £50,000 was the correct value in my opinion at that time.”* So, I think he's been clear that his answer was reflective of his belief at the time.

From the valuations provided by Ageas – its evident the level of jewellery in question within Mr and Mrs G's home far exceeded £50,000.

I recognise there's been some dispute about the number of items stolen that actually belonged to Mr and Mrs G. Ageas has said Mr and Mrs G did not suggest at any stage until the complaint in January 2025 that some of the jewellery belonged to family members. But as our Investigator has previously outlined – even if I were to only consider the items Mr and Mrs G have said were their own, these were valued at over £48,000 from a 2011 valuation. So, this would make no difference to my decision in this case. I'll explain why.

I have to consider whether Mr and Mrs G answered the above question reasonably. Mr G said he thought this was the correct valuation in his view. And given his belief seemingly stemmed from an outdated valuation from many years prior, I simply don't think this answer was reasonable.

The onus sits with Mr and Mrs G to give reasonable answers to the questions asked. And even if I were convinced that Mr and Mrs G believed their jewellery was still worth around £48,000 some seven years after the valuation – which I'm not – the question they were asked related to *all* of the contents of their home – not just jewellery. So, I'd have to accept that they not only were not aware of a significant rise in gold values, but they reasonably believed all of the other contents in their home were worth less than £2,000. Of which Ageas has said Mr and Mrs G's other contents (outside of jewellery) were worth in the region of £27,000. So, this hasn't changed my mind.

The policy proceeded for several years, and at renewal in 2022 Ageas sent them their paperwork, which said under *“Contents Insurance”*:

“Is £50,000 sufficient to cover the full replacement cost of all the contents in the home as new?”

Alongside this question, was the answer *“Yes”*. And for the reasons I've given above, I'm satisfied this question was still not answered reasonably by Mr and Mrs G, which is to say they didn't take reasonable care when it renewed – particularly given the significant period that had passed since the 2011 jewellery valuation they've seemingly relied upon.

Ageas has provided evidence to show it wouldn't have insured Mr and Mrs G at all had it been aware of the extent of their jewellery. And the evidence satisfies me this would be the case even if I accepted Mr and Mrs G's more limited list of jewellery.

Misrepresentation principles determine the remedies available to Ageas. And given it would've never taken on this risk – it is entitled to void the policy as it has done. In this case Ageas has taken the decision to refund all of Mr and Mrs G's premiums back to inception – and this isn't something I'm going to interfere with.

Mr and Mrs G say that Ageas failed to intervene or advise them about the potential lack of suitability of the policy's level of cover. And they shouldn't be expected to complete re-evaluations or keep track of global markets.

I'm satisfied that Ageas had no such obligation as this was sold and renewed on the basis of a non-advised sale. And in any case – Ageas was not aware of the jewellery in Mr and Mrs G's home as they never declared any high value items. Mr and Mrs G's suggestion that it would be unreasonable to expect them to obtain re-evaluations of their high-value jewellery in itself strikes me as unreasonable on their part. And this is common practice within the home insurance industry and as an expectation on policyholders.

Mr and Mrs G have said Ageas' decision to void the policy was punitive in nature. I understand they feel this way, but it is the remedy that is available to Ageas in the circumstances in line with the relevant legal principles. And it is available to Ageas as a result of Mr and Mrs G not taking reasonable care at inception and at renewal.

As I'm satisfied the policy was fairly voided by Ageas, the matter of the claim falls away.

My final decision

For all of the above reasons, I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs G to accept or reject my decision before 26 February 2026.

Jack Baldry
Ombudsman