

## **The complaint**

Mr G complains that Ageas Retail Limited trading as Ageas (“Ageas”) wrongfully passed on an account he had with them to a third-party without informing him.

## **What happened**

In October 2022, Mr G took out an insurance policy with a third-party insurance provider. To pay for the policy, Mr G took out a credit agreement with Ageas to spread the cost of it over monthly instalments, rather than paying for it in a lump sum. The policy was to insure a van. At the time, Mr G received documents through an online account, using an email address.

At each renewal of the policy, Ageas said they sent invitations and acceptance letters and documents to Mr G’s email and online account.

In October 2024, Ageas said that Mr G made a query in relation to the renewal premium, to which they responded to by email. The policy was subsequently renewed.

In February 2025, Mr G got in touch with Ageas to cancel his policy and agreement.

Towards the end of July 2025, Mr G complained to Ageas as he said he was being contacted by a third-party debt recovery agency for an outstanding debt of £61.43. Mr G believed he wasn’t informed by them that he had an outstanding balance on his account and that it had been passed on to a third-party.

Ageas sent Mr G a final response later in the month of July 2025. In summary, Ageas said they couldn’t see any communication from Mr G where he explained that he would prefer to have documents sent by post. And they said they sent an email to Mr G in February 2025, informing him there was an outstanding balance due of £61.43 due to the cancelled insurance policy, and that it needed to be paid within 10 days. As payment wasn’t made, they sent a further email explaining that if payment wasn’t made within seven days, they may instruct a third-party debt recovery agency. A further email was then sent that explained it was Mr G’s last chance to contact them and as they didn’t receive a response, they passed the debt on to a third-party.

Mr G said his email account had been hacked and changed, and so didn’t see correspondence Ageas said they sent to him. Mr G thought that Ageas should have called or written to him as well.

Ageas issued a further final response to Mr G, where they explained that they hadn’t been informed that his contact details required updating and that they had no reason to believe the email address they had recorded was no longer in use or not monitored.

Unhappy with Ageas’s responses, Mr G referred his complaint to our service around November 2025.

Our investigator explained why she didn't uphold Mr G's complaint. In summary, she didn't think Ageas did anything wrong by passing the account to a third-party and in the way they communicated with Mr G.

Mr G disagreed. Among other things, he said that Ageas should have made reasonable attempts to contact him, and not just by email.

As Mr G disagreed with the investigator's findings, the complaint was passed to me to decide.

### **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'm not upholding this complaint and I'll explain why below.

I'm aware I have summarised events and comments made by both parties very briefly, in less detail than has been provided, largely in my own words. No discourtesy is intended by this. In addition, if there's something I've not mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual point or argument to be able to reach what I think is a fair outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as an alternative to the courts.

Mr G complains about a fixed sum loan agreement. Entering into regulated consumer credit contracts such as this as a lender is a regulated activity. So, I'm satisfied I can consider Mr G's complaint about Ageas.

In this instance, Mr G requested for the policy he took out to be cancelled in February 2025. Ageas say a confirmation email of cancellation was sent to Mr G a few days later. And then a few days after that, Ageas say they sent Mr G a further email explaining that there was an outstanding balance due. As no response was received after Ageas said they made several attempts to contact Mr G by email, they subsequently passed the account on to a third-party debt recovery agency.

My understanding is that Mr G doesn't dispute that there is an outstanding balance owed. But rather, the crux of Mr G's complaint is that he wasn't informed by Ageas of the outstanding balance, and that he wasn't made aware that his account had subsequently been passed to a third-party. So, what I need to consider is whether Ageas acted fairly and reasonably in the way they communicated with Mr G in relation to this.

Ageas predominantly communicated with Mr G by email or through an online account which was set up at the initial policy inception.

Mr G said his email account was compromised and so didn't have access to it and wasn't able to see correspondence Ageas say they sent to him. While I appreciate what Mr G has said here, I can't fairly say that Ageas are at fault for sending Mr G emails to the account he said he couldn't access. Ageas weren't to know that Mr G couldn't access emails sent to his account and I can't see any information to show that Mr G informed Ageas that his contact details required updating.

Mr G strongly believes Ageas should have done more to inform him of the outstanding balance, before his account was passed to a third-party, such as try to contact him by phone or by post. But again, I can't say that Ageas acted unfairly here. I haven't seen any information to suggest that Mr G informed Ageas that his preferred method of contact was by

post or telephone. And considering that Ageas weren't to know that his email account had been compromised, I don't think they need to do anything further here.

Considering the above and having seen copies of the correspondence Ageas say they sent Mr G, I think they acted fairly and reasonably in the way they communicated with him and the opportunities given to remedy the outstanding balance on his account. So, it follows that I don't think Ageas acted unfairly or unreasonably in passing his account to a third-party when they did.

### **My final decision**

For the reasons I've explained, I don't uphold this complaint. So, I don't require Ageas Retail Limited trading as Ageas to do anything more here.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 20 March 2026.

Ronesh Amin  
**Ombudsman**