

## **complaint**

Ms K has a car insurance policy with Ageas Insurance Limited (Ageas). She complains that Ageas has avoided her policy and will not settle her claim as a result of this. Ms K is represented by her son although she mainly communicated with us herself.

## **background**

Ms K took out a policy of car insurance. Her son, G, was added as a named driver. In November 2016, G was involved in an accident and Ms K made a claim. Ageas avoided the policy and declined the claim because they said Ms K had made a misrepresentation when she took out her insurance. Ms K complained to Ageas, but they maintained their decision, so she complained to us. Another ombudsman eventually suggested Ageas reinstate Ms K's policy and consider her claim and Ageas agreed to do this. We explained to Ms K this didn't mean the claim would be paid automatically, just that Ageas would be considering her claim under their standard claims process.

Ms K complained to Ageas again in December 2018 about the delay in considering the claim. She said she'd spent months chasing them and had provided all the documents they'd requested. In particular, she said she'd sent them the vehicle registration document (the V5) and a bill of sale in October 2018. She also said Ageas' staff had treated her in an unfair and discriminatory manner.

Ms K has said the delay has had a serious effect on her finances and health. And she has depended on her children to drive her around.

In January 2019, Ageas issued their final response letter. In respect of the documents required, Ageas explained they needed evidence to prove that Ms K was the owner as well as the registered keeper, as declared when applying for cover. But the copy of the V5 she'd provided was blurred and incomplete. So, they couldn't validate the ownership of the car. And while the bill of sale identified the previous owner and the selling price, it omitted any address or contact details for the vendor. Ageas said these details were required as with such a high value sale, they couldn't proceed with the claim without them.

Ageas also said they could find no evidence of delays and pointed out that Ms K herself had been uncooperative. And they said that having read through all the correspondence and listened to all the call recordings, they'd found no evidence whatsoever that staff had treated her in an unfair and discriminatory manner.

Ms K was unhappy with this response and, in May 2019, complained to us. We explained Ageas' requirements to Ms K and asked her to provide the documentation needed. Ageas also continued to request complete copies of the V5 and bill of sale.

In August 2019, our investigator sent out her first view. She said she thought Ms K had sent all the evidence that Ageas required and recommended they settle her claim. She also said Ageas should also pay £400 to Ms K for distress and inconvenience.

Ms K accepted our view, although she queried whether the £400 was enough because of the impact on her of being without a car over two or three years.

Ageas disagreed with our view. They said the V5 was still incomplete. The document reference numbers weren't on the document supplied. And there were no bar codes visible.

They also asked for the bill of sale again because it showed a payment being made but no vendor address or reference. And they asked whether Ms K's car was bought on finance.

We further clarified with Ms K that Ageas required a clear, scanned copy of the entire V5. And pointed out the bill of sale didn't have the vendor's address or any details. We asked for these and any receipts from card payments or bank statements showing the relevant transactions. We also asked whether the vehicle had been bought on finance.

In December 2019, Ms K finally produced scans of the entire V5, and the back of the bill of sale which included two addresses for the vendor. Ageas accepted the V5 appeared to confirm Ms K as registered keeper of the car. But they said the bill of sale only differed in that it had two addresses for the vendor on the back of the document (which hadn't been seen until then). Ms K didn't send any other evidence.

Our investigator sent out her second view in February 2020. She said that Ms K's policy obliged her to provide full disclosure and Ageas could decline her claim or cancel the policy if she didn't. So, she didn't think Ageas had been unreasonable in requesting a complete copy of the V5 and bill of sale. She said she could also see that the original bill of sale didn't include an address or contact details for the vendor, so Ageas couldn't verify the information on the document. And when Ms K had provided a copy of the bill of sale which included the vendor's addresses, Ageas were sceptical because she hadn't provided it earlier. So, Ageas had decided not to accept the bill of sale as valid and our investigator thought this was understandable. She didn't think Ageas had done anything wrong. And she wouldn't be asking them to do anything further, or to cover any losses or award any compensation.

In March, Ms K wrote at length to explain why she rejected our view. She reiterated that the bill of sale was authentic and she had provided this to Ageas when asked to do so. So, the case has now come to me for a final decision.

### **my findings**

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

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I see from the file that in October 2018, Ageas told Ms K that they needed evidence of ownership - an "insurable interest". They explained this meant she had a financial interest in the car and was made financially worse off when something happened to it. They also explained that the V5 didn't prove ownership, only the identification of the registered keeper. And Ageas told Ms K that her claim wouldn't be progressed until the V5 and bill of sale had been received and Ageas were satisfied with them. So, I think it was made perfectly clear to Ms K what was required and why. I don't think any of this was unfair or unreasonable because Ageas were only following their standard claims procedure.

It's also clear from the correspondence that what Ageas wanted to see were clear, complete copies of these documents. I know Ms K insisted she'd provided these already, but I can see that she originally sent only pages 1 and 2 of the V5, on different occasions, and without the document reference numbers and bar codes visible. And one occasion, in October 2018, Ms K told Ageas she'd provide the bill of sale, if they could give her a valid reason to send it.

Even after our involvement, and after our first view, when we explained Ageas' requirements to Ms K and asked her to provide these documents again, she sent them separately, without reference numbers and bar codes. And she seemed reluctant to provide the last two pages.

I note that Ms K was asked again for these documents in October, and again in November 2019 at least three times. She finally sent them in December and, because of staff illness, Ageas received them at the beginning of February 2020. But Ageas were sceptical as to the authenticity of the bill of sale in particular. Because only after they'd repeatedly asked for these documents did Ms K produce what she said had been in her possession all along, ie. the full bill of sale showing the vendor's addresses. And the bill of sale wasn't on official or even letter-headed paper.

Ageas are making further enquiries and still considering Ms K's evidence, as they're entitled to. And given the lack of co-operation by Ms K which I've set out above, I don't think it's unfair or unreasonable for Ageas not to have resolved her claim yet. So, I'm not going to uphold Ms K's complaint and make them pay her claim.

But Ageas should carry on with, and complete, their procedures as soon as practically possible. And they've also told us they intend to contact Ms K to explain where things stand and I think they should, if they haven't done so already.

### **my final decision**

My final decision is that for the reasons explained above, I don't uphold Ms K's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms K to accept or reject my decision before 28 August 2020.

Simon Stanley  
**Ombudsman**