

complaint

Mr M complains about Ageas Insurance Limited's decision to decline a claim he made on his home insurance policy for a stolen watch.

background

Mr M contacted Ageas to claim for a watch which had been stolen when he was mugged.

Ageas originally accepted the claim and offered Mr M vouchers equivalent to what it would cost for it to replace the watch with one of its suppliers. Mr M wasn't happy with this offer and said he wanted a cash settlement for the full value of the watch.

Ageas then said its claim handler had made the offer to settle the claim prematurely and it would need some more information before it could make a decision on the claim. Ageas ultimately declined the claim stating "*there is insufficient information to confirm or support an incident covered by the policy has occurred.*" It also referred Mr M to a section in the policy terms which explained his obligations following a claim.

Throughout the claim there were a number of delays while Ageas investigated and its says it had trouble obtaining information it asked for from Mr M such as the original valuation and other supporting documentation for the watch and his consent to obtain a police report. Ageas said Mr M wasn't cooperating as much as he should with its loss adjustor or the police.

Mr M says he sent the documents Ageas had requested and he says he cooperated fully with the police and Ageas. And he also said the police didn't need any further information from him to investigate the incident.

The adjudicator who looked into the complaint didn't think Ageas had acted unfairly in declining the claim. He explained that it's up to a policyholder to establish that a loss occurred in insured circumstances. And he didn't think Mr M had done enough to show that it had.

Mr M didn't accept the assessment and requested an ombudsman's decision he said Ageas had misinterpreted the police report and may not have provided everything. So he wanted to obtain and provide his own copy which he has now done. So the case has been passed to me to decide.

my findings

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

When looking at a complaint such as this my role is to determine whether it was reasonable for insurer to make the decision it did, rather than to determine myself whether I think the claim is valid. So I've looked at the reasons Ageas has provided for declining the claim to see if they're fair.

In its final response Ageas said "*The Police report does not support that you co-operated with them and all reasonable steps to try identify the suspect(s) or recovery of the watch may not have taken place.*" It says Mr M's actions could have prejudiced the insurer's position.

Mr M has said he fully cooperated with the police and that Ageas have only declined his claim because he was described as 'evasive' by the officer that took the initial call to report the incident. He says he's provided all the information he can to show he owned the watch and there's nothing else he could have done to help the police's investigation.

I've read through the report provided by the police and I think it confirms that Mr M hasn't cooperated fully with the investigation.

It says "I have spoken to the victim who was driving and going to call me back he has not done so. I have now left 3 more messages letting him know I am trying to contact him. I have viewed the CCTV and nothing can be seen as it is dark and raining. At the time of this alleged robbery there were two police units showing on the CCTV about a minute's walk from where the victim has left the venue he had visited"

It goes on to say:

"There are no AVI's (additional verifiable information) to substantiate a no crime; however there are no witnesses, no cctv and no further lines of enquiry to continue with an investigation.

The victim has not provided the unique serial number which it may have been possible to make some further enquiries".

There isn't a requirement in the policy terms for Mr M to have cooperated with the police, rather they place an obligation on him to report the incident as soon as possible and obtain a crime reference number. Mr M did report the incident within half an hour of it taking place and was provided a crime reference number.

But a general principle of insurance is that the insured needs to show an insured event took place. Reporting an incident (whether to the police, the insurer or both) on its own isn't sufficient to do that. Mr M disputes that the police were attempting to contact him or needed anything else from him to investigate the crime. But he also explained that he didn't have any faith in the police to catch the perpetrators and didn't think it would be worthwhile to follow up with the police because of previous experiences he had as a victim of crime.

I appreciate that a policyholder might not always be able to show that a crime of the nature Mr M reported occurred. But when making a claim it is down to the policyholder to show that an event covered by the policy has occurred. The police report explains there's no evidence to show the incident happened in the way Mr M described.

The wording of the police report suggests the officer had considered recording this incident as 'no crime' but to do this the officer would have needed some additional verifiable information which they didn't have, so instead closed the case. It also suggests that there wasn't any further line of enquiry to follow up because Mr M hadn't cooperated fully.

Mr M has provided some explanation of why he didn't engage with the police but by not doing so he hasn't done enough to show the event took place. So I think it was reasonable for Ageas to conclude that Mr M hadn't done enough to show that an incident covered by the policy had occurred.

Because of this, I don't need to consider if it was fair for Ageas to also rely on the term it did to decline the claim. I think Mr M not proving an insured event took place alone is sufficient for it to do so.

my final decision

I do not uphold this complaint and make no award against Ageas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 18 November 2018.

Christopher Bick
Ombudsman