

The complaint

Mr R complains that Ageas Insurance Limited declined his claim on his contents insurance policy.

What happened

Mr R had a contents insurance policy for the property he lives in. In July 2022 he made a claim after there was a break in at his home. However Ageas declined the claim as it said he hadn't been able to validate the claim and that there was no evidence that the theft had involved a forced entry. And that meant it was excluded under the policy.

Mr R disagreed, as he said the thieves had gained entry through force and he'd had the locks changed because of this. He made a complaint but Ageas didn't uphold it. So he brought his complaint to this service.

Our investigator thought Ageas had acted fairly by declining the claim. As Mr R didn't agree, the complaint has come 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.

Mr R's insurance policy covers him for theft of his contents. However, the policy explains that it doesn't cover:

'Theft or attempted theft which does not involve force and violence to get into or out of Your Home while it is lent, let or sublet by You.'

Mr R has provided a number of explanations for how the thieves may have gained access to his home. Including by picking the lock and by gaining access through a damaged letter box.

However he hasn't provided any evidence of how the theft happened or that force was used. When an insurance claim is made, it's first for the insured to show that an insured event happened – that's something that's covered under the policy. And then it's for the insurer to either accept the claim or show that an exclusion applies.

Here, Mr R hasn't provided enough evidence to validate the claim in the first instance. His account of events and what was stolen has changed a number of times and it is unclear exactly how events unfolded.

Further, there is nothing to show that the thieves used forced entry to get access. Usually we'd expect to see photos or evidence of the damage that was caused by the force, or an account from the person who fixed the damage or from a witness. But I've not seen anything here.

Mr R has shown that he changed the locks in April 2022, but this is before the incident so isn't relevant. He's also provided a receipt from a locksmith in July 2022, but this has no details of what it relates to or why the locks were changed.

And even if he could show he had changed the locks because of this incident, this still doesn't show that there was a theft due to forced entry. There are many reasons why locks are changed, not just because they're damaged. And Mr R has commented that he has concerns that someone else has a key to his flat, which would also present a good reason to change the locks. But if the thieves had accessed the property by using a key, then policy cover wouldn't apply as forced entry wouldn't have happened.

I also note, Mr R has provided a submission he has sent to the police. However, I don't consider this to be persuasive evidence of forced entry, as it's just his account of what happened with no evidence of any further action that was taken.

Based on this, I don't think Mr R has provided enough evidence to validate his claim, And there isn't enough to show that the theft happened due to forced entry. I therefore conclude that Ageas has acted fairly by declining his claim.

My final decision

For the reasons I've given, I don't uphold Mr R's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 13 October 2023.

Sophie Goodyear
Ombudsman