

## The complaint

Mr H complains that Ageas Insurance Limited unfairly declined a claim on his home insurance.

## What happened

In May 2022, Mr H took out an Ageas home contents insurance policy, bought through an intermediary. Three months later, Mr H says he was the victim of a violent crime. He says a large amount of cash was stolen from him, as well as two expensive electronic items, one of which he recovered but was significantly damaged. Two weeks after the incident he called Ageas to make a claim on his insurance.

Ageas asked Mr H for information to help it validate the claim. Mr H provided bank statements, receipts/order confirmation for the electronic items, photos, and screenshots. Ageas reviewed this information and declined the claim for the following reasons:

- Lack of evidence to support the circumstances of the theft.
- Lack of evidence to support the extent of the loss claimed, particularly the cash amount.
- Delay reporting the theft to the police and to Ageas, as well as a lack of cooperation with the police investigation.

More specifically, it said:

- Mr H waited over two weeks before he reported the theft to either the police or Ageas.
- The police report concluded “*the probability of this incident not happening is greater than the probability of it actually happening*”.
- Mr H’s bank statements don’t show any large cash withdrawals in the week before the theft.
- Mr H’s explanation of why he had such a large amount of cash at home is inconsistent and not supported by the evidence.

Mr H was unhappy with this and brought his complaint to this service. He wants Ageas to settle his claim.

Our investigator didn’t recommend that Mr H’s complaint should be upheld. She said the police had concluded the theft most likely didn’t happen, and she found insufficient evidence that Mr H had the amount of cash he said he did. She also agreed with Ageas that Mr H’s explanations for having this large amount of money was inconsistent. She thought Ageas’s decision to decline the claim was fair.

Mr H disagreed with our investigator, so the case was passed to me to make a 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.

First, ombudsmen decisions are published so are written in a way that prevents the customer from being identified. The unique circumstances of this incident are well known to both parties so I'm not going to set them out in detail here. If I'm vague about them it's to keep Mr H from being identified, not because I've ignored them or think them irrelevant.

Like any insurance policy, an insurer will only pay a claim if the policyholder can show they've suffered loss or damage by something covered by their policy. An insurer will, for understandable reasons, require a policyholder to report a loss as soon as possible and ask them for information to help validate the claim.

In this case, I don't think Mr H has done enough to show he has a valid claim for the same reasons set out by Ageas and our investigator. In my opinion, he hasn't provided enough evidence to show he had the amount of cash he says he did on the day of the alleged theft. I agree with Ageas that his accounts of the theft have been inconsistent and aren't supported by the evidence. And – importantly – the police didn't think the incident was likely to have happened and I've seen no evidence that this conclusion was wrong.

Mr H told us he would provide more information to support his claim. However, despite several requests from our investigator, he hasn't done this.

Given the evidence, I think Ageas' decision to decline Mr H's claim was fair. It follows that I don't uphold the complaint.

## **My final decision**

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 21 August 2023.

Simon Begley  
**Ombudsman**