

The complaint

Mr L and Mr R complain about Ageas Insurance Limited declining their contents insurance claim.

In my decision I'll refer mainly to Mr R.

What happened

The background to this complaint is well known to both Mr L, Mr R and Ageas and has been ongoing since 2021. Instead of repeating what has been well established already by our Investigator, in my decision I'll focus mainly on giving the reasons for reaching the outcome that I have.

Mr R had a contents insurance policy with Ageas. In December 2021, he made a claim against his policy for a gold necklace. Various claim validation investigations were carried out and Ageas ultimately declined the claim.

Mr R had previously referred a related complaint about claim delays to our Service for an independent review. When this claim was ultimately declined, our Investigator then separately considered this complaint about the decline. They recommended that the complaint not be upheld, and as Mr R remained unhappy, the complaint has now been referred to me for 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.

Although a number of issues have been raised, this decision only addresses those issues I consider to be materially relevant to this complaint. This isn't meant as a discourtesy to either party – it simply reflects the informal nature of our Service. Both parties are already aware that these events have been going on for an extensive amount of time – over two years and I've only summarised the key points of the background earlier in my decision.

I also need to be clear that my decision is only considering the ultimate claim decline. Mr R has already had a separate complaint that considered the time taken and the service provided whilst Ageas investigated the circumstances of the claim.

The starting point of any claim is that the underwriter has to be reasonably satisfied that the circumstances of the claim were as described and that an insured loss has occurred. In relation to this claim, it meant that Ageas needed to be reasonably satisfied that: 1- Mr R owned the chain he was seeking to be indemnified for and (if they were satisfied on point 1) 2- the loss occurred as described.

Ageas said that after attempting to validate the claim in a range of different ways, they came to the decision that it was not possible based on the evidence they were presented with. They pointed to inconsistencies in the claim.

Having had the opportunity to carefully review the extensive evidence in this complaint, I find that Ageas can fairly decline the claim for the reasons given and that they've done so in line with the policy terms. I won't comment on all the evidence, but will draw attention to a few points below.

I find:

- Ageas fairly considered the bank statements provided before reasonably concluding that these didn't sufficiently support that Mr R had made payment by cash for the necklace over a period of months.
- The further evidence provided by the third party, including a hand written receipt was fairly considered.
- The photographs and valuation report provided by Mr R don't sufficiently support that he owned the chain.

As Mr R has been unable to satisfactorily clear up the discrepancies that surrounded this claim, he was unable to prove that an insurable loss has occurred and this means Ageas didn't need to then consider the specifics of how the chain became lost.

Overall, I'm satisfied that although this claim took much longer than either party would've liked, Ageas have fairly investigated the claim and given Mr R a fair opportunity to provide supporting evidence to alleviate some concerns they had. It follows that I'm satisfied they've treated Mr R fairly and in line with the policy terms.

My decision will disappoint Mr R, but it brings to an end our Service's involvement in trying to informally resolve this dispute between him and Ageas.

My final decision

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

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

Daniel O'Shea
Ombudsman