

The complaint

Mr K has complained that Ageas Insurance Limited has turned down his claim under his Motor Trade Road Risks insurance policy.

What happened

Mr K made a claim under his policy for damage to a car registered in his partner's name. Ageas turned down his claim on the basis the vehicle was not owned by him, leased to him or in his custody or control as a motor trader.

Mr K wasn't happy about Ageas's decision and complained to it. But it wouldn't alter its stance. So Mr K asked us to consider his complaint.

One of our investigators did this. She said she didn't think it should be upheld. This was because she thought Ageas's decision to turn down Mr K's claim was fair based on the available evidence.

Mr K isn't happy with the investigator's assessment and has asked for an ombudsman's 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.

Having done so, I have come to the same conclusion as our investigator for the same reasons.

Mr K's policy certificate makes it clear that it provided cover for the following:

'Any motor Vehicle owned by the Policyholder or leased to them under a vehicle leasing agreement of at least 12 months duration or in their custody or control in connection with their business as a motor trader, excluding motor vehicles which are owned, hired, loaned or leased by any employee of the Policyholder unless the motor vehicle is in their custody or control in connection with their business as a motor trader.'

And his policy document says that the policy covers loss or damage to any 'insured vehicle'.

'Insured vehicle' is defined in the policy as follows:

'Any motor vehicle owned by you or lent, hired or leased to you under a vehicle leasing agreement or in your custody or control in connection with your business as a motor trader.'

The vehicle Mr K claimed for was registered to his partner and Mr K has said it was purchased by her. Therefore, I can understand why Ageas turned down Mr K's claim based on the policy certificate and wording, i.e. because he didn't own the vehicle, it was not leased to him and it wasn't in his custody or control in connection with his business as a

motor trader at the time it was damaged.

I appreciate Mr K considers the vehicle is jointly owned by him and his partner. But I do not think this is the case, as it was not purchased jointly; for example – from a joint bank account. I say this because our investigator asked Mr K who purchased the car and he said it was his partner. So I don't think Mr K can show that he part-owned the vehicle he has claimed for.

Mr K has also suggested he was in the process of selling the vehicle for his partner at the time it was stolen. But he hasn't been able to provide any further evidence to support this. And I do not consider the fact he has said that he was is enough for me to conclude Ageas's decision to turn down his claim was incorrect on the basis the vehicle was in his custody or control as a motor trader at the time it was damaged.

I appreciate Mr K has suggested Ageas should pay a smaller amount on his claim than it would normally cost to repair his partner's vehicle. But there is no cover under his policy for it, so I do not think it is obliged to pay anything at all.

It therefore follows that I'm satisfied Ageas's decision to turn down Mr K's claim was fair and reasonable. This means it is not appropriate for me to uphold Mr K's complaint.

My final decision

For the reasons set out above, my final decision is that I don't uphold Mr K's complaint about Ages Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 6 December 2023.

Robert Short
Ombudsman