

## **The complaint**

Miss B complains about how Ageas Insurance Limited (Ageas) dealt with a claim under her home contents insurance policy.

Ageas use agents to administer the policy and to assess claims. References to Ageas include these agents.

## **What happened**

In December 2022 Miss B was shopping in a supermarket, she had a work bag and handbag with her. However, she noticed her handbag was missing, She looked in her car but couldn't find it. Miss B's daughter went back to the supermarket the following morning to report the handbag missing, but it wasn't there either. At the time of the loss, the contents of the handbag included a mobile phone and earphones, bracelet, purse, £70 cash and property keys. Miss B reported the loss to the police, who provided a crime reference number.

Miss B contacted Ageas later in December to report the loss and lodge a claim. Ageas told Miss B she'd need to provide proof of ownership of the lost items as well as replacement costs, including any costs of having to change the locks and keys to her property. Miss B uploaded various photographs, receipts and proofs of purchase for the lost items onto a portal for Ageas to assess and validate. Ageas asked Miss B to provide further information, including bank or credit card statements to support her purchasing some of the lost items.

Ageas had difficulty validating the information provided so in March 2023 they appointed a loss adjuster (S) to support their validation of the claim. S weren't able to validate the claim and didn't receive a response from Miss B to their request for further documents and information. So Ageas closed the claim (June 2023).

Unhappy at the length of time taken with her claim, Miss B complained to Ageas. She'd previously sent in receipts, bank statement, pictures, crime reference details and other information to the Ageas portal. And she was then asked to send the same information again as Ageas said they hadn't received the information. Miss B didn't think it should have taken so long to assess the claim, given she'd provided Ageas with all the necessary information.

Ageas didn't uphold the complaint. In their final response they referred to the need to validate the claim and their appointment of S. They also noted S had produced a report which included a reference to their receiving information from the mobile phone network provider that indicated the last use of the phone was some time after Miss B reported the loss of her handbag. Miss B hadn't provided an explanation for this apparent inconsistency, though she provided a further document from the network provider which indicated the last use of the phone was nine months before the date of the loss of the handbag. At which point Ageas had closed the claim. The claim had been re-opened at Miss B's request, but S had been unable to resolve the apparent inconsistency and Miss B had refused to provide any further information.

Ageas said they (S) hadn't requested duplicate documentation, rather they'd asked for additional documentation to support the documentation and information originally provided

by Miss B. Ageas said many delays in assessing and validating the claim were due to a lack of contact from Miss B to requests for further documentation and information. Based on the documentation and information provided by Miss B, Ageas said they were unable to validate the claim, in accordance with the policy terms and conditions. If Miss B wanted her claim to be re-assessed, she would need to respond to the various points Ageas had raised as part of their validation of the claim.

Miss B then complained to this Service. She was unhappy at the length of time Ageas had taken to assess her claim. She maintained she'd provided all the necessary documentation, evidence and information to support her claim. She wanted Ageas to settle her claim in full.

Our investigator didn't uphold the complaint, concluding Ageas didn't need to take any action. They'd asked legitimately for information to validate the claim and for additional information because of questions they had about the claim. The questions and investigations carried out by Ageas (and S) were proportionate to the claim and necessary to validate it.

Miss B disagreed with the investigator's conclusions and asked an ombudsman review the complaint. She said her belongings had been and she wouldn't be able to replace them. She'd co-operated with Ageas until a few months previously and provided all the relevant information to support her claim. On the information about the mobile phone and its use, she'd had to rely on the network provider, who'd sent her incorrect information (copies of which she provided).

### **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.

My role here is to decide whether Ageas have acted fairly towards Miss B.

The main element of Miss B's complaint is that Ageas have acted unfairly by not accepting her claim, as well as the time taken in assessing and validating the claim. She says she's provided all the necessary information and evidence to support her claim, in some cases twice. Ageas say they haven't been able to validate the claim and there have been inconsistencies in some of the information she's provided in support of her claim.

In considering both views, I've carefully considered all the evidence and information provided both by Miss B and by Ageas, including that provided by Miss B to Ageas to support her claim. In doing so, I should note that my role isn't to assess the merits or otherwise of Miss B's claim – it's to decide whether Ageas have acted fairly towards Miss B. Having done so, I've concluded they have acted fairly and reasonably. I know Miss B will be disappointed by this conclusion, so I'll set out the reasons for doing so.

In considering the case, as Ageas refer to the policy terms and conditions about validating a claim in their final response, I've looked at what the policy sets out. There's a section headed *Guide to making a claim on your buildings or contents insurance* and a subheading *3 How we'll handle your claim* which states:

*"For any claim that is made you will need to be able to prove or substantiate that an actual insured incident covered by this policy has occurred. This could be a police report, photographic or actual evidence of the loss or damage you have suffered. You'll need to provide details of everything that's been lost, stolen or damaged, and we may ask for receipts or proof of purchase in some cases."*

I think this makes it clear Ageas would require evidence and documentation to enable them to validate a claim. And when they acknowledged Miss B first notifying them of the incident, Ageas referred the option to appoint a loss adjuster to oversee a claim.

Looking at Ageas's case notes, they had concerns about the claim and the information and evidence provided by Miss B. As I've said, it isn't my role to assess a claim, but to decide whether Ageas acted reasonably in the circumstances of the case. Based on what I've seen, I've concluded they did. For example, in assessing credit card and bank statement information and other documentation and concluding it didn't clearly evidence Miss B's ownership of some of the items in the handbag.

On the issue of the inconsistency in the information provided by the mobile phone network provider, there are two letters with different dates for the last use of the phone – the first letter records this as a date some three months after the loss (in 2022). The second letter records the same date, but in 2023 (some nine months after the incident). There's also an inconsistency in the dates the two letters record for the date the mobile phone was reported as lost/stolen. The first letter records this as January 2023, whereas the second letter records it as April 2023. While it isn't for me to conclude why there are inconsistencies, I think it reasonable of Ageas to request further evidence and information from Miss B.

The case notes also indicate gaps in the timeline for the claim, where Ageas (or S) have requested further information and documentation from Miss B.

So, taking all these points together, I can't say Ageas have acted unreasonably, given their need to validate the claim and the issues they had in doing so from the information and documentation provided by Miss B. I've concluded Ageas acted fairly and reasonably in handling Miss B's claim, so I won't be asking them to take any further action.

### **My final decision**

For the reasons set out above, it's my final decision not to uphold Miss B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 20 February 2024.

Paul King  
**Ombudsman**