

## The complaint

Mr D complains about how his insurer, Ageas Insurance Limited (Ageas), handled a claim under his motor insurance policy for the theft of his scooter.

Any reference to Ageas in this decision includes their agents.

## What happened

Mr D had a motor insurance policy with Ageas covering his scooter, taken out in June 2022. In March 2023 Mr D's scooter was stolen from outside a property he owned, but at the time wasn't residing there. He was residing at his parents' property, where he'd resided on and off for many years. The scooter was insured at his parents' address, as he resided there on his non-working days to care for his father, who was in ill-health. Mr D worked shifts, involving four days on shift followed by four days off.

Mr D contacted Ageas to tell them about the theft, which was captured on CCTV. He also reported the theft to the police, who provided a crime reference number. The scooter was found abandoned, near to where it was stolen, but damaged. From Ageas's claim notes, it appears the scooter was stolen a second time a few days after the original theft. The scooter was recovered.

Ageas set out to validate the claim, given the difference in the address recorded in the policy and the address from which the theft occurred (the vehicle registration document had the address of Mr D's property). However, from database checks, Ageas weren't able to link Mr D to the address disclosed on the policy, so they asked him to provide evidence linking him to the address. Ageas didn't accept a utility bill from Mr D, which was in his father's name.

As they didn't think Mr D had provided the evidence they'd requested, they were unable to validate the claim, Ageas then cancelled the policy. In their cancellation letter, Ageas said they hadn't received any acceptable proof of Mr D being resident at the property recorded in the policy. Ageas added the evidence indicated the scooter was stolen from the address of the other property (which he owned) and was parked in a communal car park. The letter gave seven days' notice of cancellation, taking effect from the start of May 2023. Ageas subsequently said they would return the scooter to Mr D.

Unhappy at Ageas's decision to cancel the policy, Mr D complained. Ageas didn't uphold the complaint. In their final response, they set out their efforts to validate the claim, including validation of the address disclosed in the policy. As they weren't able to do so to their satisfaction, Ageas confirmed their decision to cancel the policy.

Mr D then complained to this Service. He was unhappy at Ageas's handling of his claim. He'd incurred taxi costs in getting to and from work, which were significant, and he was contemplating a loan to purchase a replacement vehicle. He wanted Ageas to review their decision not to accept his claim and to cancel his policy. Having his claim declined and policy cancelled also meant he'd have to disclose the fact, which would affect the cost of future insurance.

Our investigator didn't uphold the complaint. While she accepted Mr D was staying at his parents' house due to caring responsibilities, he didn't make Ageas aware of this. The policy Statement of Fact asked Mr D to confirm the scooter was kept at the address on the policy or kept anywhere else. Mr D said it wasn't, and as the scooter was stolen from a different address to that recorded in the policy, it was material to the claim and the information he'd provided was incomplete. So, Ageas had acted fairly in cancelling the policy when they weren't able to link Mr D to the address recorded by the policy (his parents' house).

Mr D disagreed with the investigator's view and requested an ombudsman review the complaint. He said proof of residence at the insured address (his parents) wasn't required by the policy and Ageas had no evidence he wasn't staying there. His parents' address was the location where the scooter was insured and spent most of its time there (and where the scooter remained). He also asked what would have happened had the scooter been stolen from a different location to either his parents' address or his property address. There was clear evidence of the theft from CCTV footage and the police crime number.

### **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 has acted fairly towards Mr D.

The key issue in Mr D's complaint is their decision to cancel the policy and decline his claim for the theft of his scooter. Mr D says his circumstances meant he resided with his parents on his non-working days to care for his ill father. And that he'd resided there on and off for many years. Ageas say their validation checks couldn't link Mr D to the address he'd provided when taking out the policy.

In considering this issue, I've first noted the policy documents record the address as that of his parents, not the property owned by Mr D (from which the theft occurred). The associated Statement of Fact document issued at the time the policy was taken out also records the address as that of Mr D's parents. There's a question underneath the address record that asks: *Is the bike kept at the above address when not in use.* To which the answer is 'yes'.

Looking at the policy document, included in the *Policy conditions that apply to all of this policy* there's the following statement:

*"13 During the period of your policy you must tell us about any changes which may affect your cover. If you fail to do so, your policy may not be valid and we may not pay your claim. For example:*

- *You move house or change the place you keep your motorcycle,...*

I've not seen anything to indicate Mr D told Ageas he was spending time at his parents address as well as his own address. The latter is where the scooter was registered and from where it was stolen. So, it's reasonable to conclude that is Mr D's permanent residence -not his parents, where he stayed for periods to provide care for his father on an ad hoc basis between his work shifts.

I've also noted that the policy was taken out on the basis of information provided by Mr D, including the address of his parents. While I accept Mr D stayed there to provide care for his father, I don't think it's reasonable to say he 'resided' there. From the circumstances of the case he spent time at both his parents and at his own property (to which the scooter was registered). And the scooter was stolen from outside his property – not his parents.

And in providing his parents' address as the address for his policy, Ageas would have priced the policy on the basis of that address – not Mr D's own property.

I've also considered the points made by Mr D when disagreeing with the investigator's view.

First, he says proof of residence at the insured address (his parents) wasn't required by the policy and Ageas had no evidence he wasn't staying there. I don't agree. When taking out a policy, consumers are under a duty to provide accurate and complete information, which would include the address. And the onus is on consumers to provide evidence to support the information (and answers) given when they took out the policy, when asked to do so by insurers. Which would include an insurer seeking to validate a claim. Which is summarised in the Statement of Fact document. It isn't for insurers to provide evidence to disprove a negative – in this case, that Mr D wasn't staying there. And 'staying there' isn't the same as residency, as I've considered above.

On Mr D's point about what would have happened had the scooter been stolen from a different location to either his parents' address or his property, I don't think this would have changed what Ageas did or their conclusions. They would have sought to validate the address recorded in the policy, regardless of where the theft occurred, and there's no evidence they would have reached a different conclusion that they weren't able to validate the address.

On the point about the scooter being stolen and there was CCTV evidence of the theft and a police crime number, it's not disputed the scooter was stolen and subsequently recovered. Ageas didn't cancel the policy on the grounds they doubted the scooter had been stolen – they cancelled it because they weren't able to verify the address Mr D had given and which was recorded in the policy.

Taking these points together, I've concluded Ageas acted fairly and reasonably in cancelling Mr D's policy and declining his claim.

### **My final decision**

For the reasons set out above, my final decision is that I don't uphold Mr D's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 8 January 2024.

Paul King  
**Ombudsman**