

The complaint

Mr E complains that Ageas Insurance Limited (“Ageas”) treated him unfairly when seeking to make a contents claim under his tenant liability insurance policy.

What happened

The background of this complaint is well known between parties, so I’ve summarised events.

- In 2017 Mr E took out an Ageas tenant liability insurance policy through a broker (who I’ll call Company A). And he says he selected the optional contents insurance when the cover was taken out.
- In August 2021 Mr E’s property was burgled and he sought to claim for his stolen contents (around £10,000).
- This claim was declined by Ageas as it said Mr E didn’t have contents cover.
- Mr E said Company A confirmed on many occasions that he had contents cover to him. Mr E also says the policy book wording does not make this clear as it referenced contents cover within its introduction. So, he complained to Company A and Ageas.
- Company A said Mr E’s policy covered tenant liability insurance, and that contents cover had never been requested by Mr E throughout the years he was insured. A separate complaint against Company A was looked into by this Service and an Investigator determined it was brought out of time.
- Ageas said it had no claim to comment on as Mr E had simply never taken the cover he now wished to claim under.
- Our Investigator looked into what happened and didn’t uphold the complaint.
 - She said both Company A and Ageas provided evidence to show contents cover was never taken. And documentation provided by Mr E (including an insurance certificate) supported that it was tenant liability insurance he had taken out – with no contents cover addition.
 - Mr E had referred to a policy book that included an introductory statement which thanked him for taking tenants liability and contents insurance. Under this introduction the Investigator pointed to wording that said the policyholder should refer to their insurance certificate and statement of fact for details about his level of cover .
 - And looking at the certificate of insurance it was clear no contents cover was taken, and the statement of demands and needs reflected only tenant liability cover being taken and no other optional covers purchased.
- Mr E disagreed, saying he’d been reassured on many occasions by Company A (his broker) that he had taken contents cover. So, Ageas should cover his claim.

The Investigator didn’t change her mind, so the matter has been passed to me for an Ombudsman’s 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.

Having done so, I'm not upholding this complaint. I'll explain why.

- The crux of this complaint comes down to simply whether Mr E has contents cover under his Ageas policy. If he does not have cover as Ageas has said, then there is no claim for Ageas to consider.
- The certificate of insurance for the year in question gives no indication of contents cover being included. Nor does the demands and needs document. And both Company A and Ageas have told this Service Mr E never took out contents cover.
- Mr E has pointed to an introduction wording within his policy book that thanks him for taking tenant liability and contents cover. This wording alone does not persuade me that Mr E has contents cover as it does not outweigh all the surrounding documentation and evidence. Furthermore, the policy book states it should be read in conjunction with the insurance certificate – which doing so would've made clear no contents cover was taken.
- Mr E has been clear that his belief of having contents cover stems from the actions of Company A's agents and their commentary to him. But these aren't matters I can look into as this complaint is solely about Ageas' actions.

My final decision

For all of the above reasons, I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 26 February 2024.

Jack Baldry
Ombudsman