

The complaint

Mr and Mrs S complain that Ageas Insurance Limited incorrectly advised them that their home insurance premium wouldn't be affected by a claim on the policy.

Mr and Mrs S are joint policyholders. As most of the communication relating to the complaint has been from Mrs S, I'll refer mainly to her in my decision.

What happened

In October 2022, Mrs S made a claim under her home insurance policy for accidental damage to her sewing machine. Ageas accepted the claim and settled it the same day.

In September 2023, Mrs S raised a complaint with Ageas. She said that when she'd phoned it in October 2022, she'd asked Ageas' claims handler how making a claim would affect the next year's premium. She said she was told it wouldn't and that was the only reason she'd proceeded with the claim. She said she'd recently been advised that her renewal premium had increased by over £400 despite no other material change to cover. She'd subsequently found that all claims with every insurance company always affect future premiums. So, she wanted to register a formal complaint about the negligent advice and information she'd been given at the time she'd made the claim.

Ageas said it had listened to both of Mrs S's calls with the claims handler and didn't agree that the handler had told her the claim would not affect her premium. It said its claims team would not have been able to advise if a claim could affect Mrs S's policy premiums or not as there were multiple aspects her broker would look at before increasing her policy premiums.

Mrs S remained unhappy and asked our service to consider the matter.

Our investigator didn't think Mrs S's complaint should be upheld. He said he'd listened to the calls provided by Ageas and could confirm that it was never discussed if the claim would affect the premium.

Mrs S disagreed with our investigator's outcome. She said she had already provided her phone bill as proof that her telephone conversations with Ageas were longer than the recordings Ageas had provided. She said she absolutely asked the question as previously advised and this was witnessed by Mr S. She was not a liar. She questioned how our service could reach such a decision when clearly a full transcript had not been provided by Ageas. So, the complaint has been passed to me to decide.

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've decided not to uphold Mr and Mrs S's complaint.

Mrs S is certain that she asked Ageas if a claim would affect her future premiums before deciding to proceed with her claim. Ageas says this question wasn't asked and this isn't something its claims handler would have been able to tell Mrs S.

I've listened to the recordings Ageas has provided. In the first call, Mrs S says she wants to check if she's eligible to make a claim for accidental damage. She asks if her sewing machine is covered under accidental damage. The claims handler tells her it should be, but she'll double check. She says she'll bring up the policy details and will put Mrs S on hold while she does that.

Mrs S thanks the claims handler and the call goes silent for a minute or so. When the claims handler comes back on the call, she asks Mrs S if the sewing machine was for personal use and Mrs S confirms it was.

The claims handler asks Mrs S for some further information about the damage and cost of repairs and tells her how to provide evidence of the repair costs. She says she'll finish setting up the claim and will call Mrs S back once she's received the information.

When the claims handler phones Mrs S back, she says she's happy with the cost and she will issue the payment. She takes Mrs S's bank details and advises her to allow three working days to receive the settlement.

There's no discussion about the potential impact of the claim on Mrs S's future premiums in either of the call recordings.

Mrs S says she recalls asking the claims adviser if the claim would affect the policy immediately before she was put on hold and she was told it wouldn't. She's suggested that the recording was paused at that point. However, it sounds like Mrs S was put on hold directly after she acknowledged that she was about to be put on hold. I think it's unlikely that the recording happened to pause at the time Mrs S alleges Ageas gave her the wrong information. There's nothing to suggest that the call recording cut off at any point.

I don't doubt Mrs S has given her honest recollection of what happened. However, the conversation took place almost a year before Mrs S raised her complaint. And in her correspondence with Ageas, she suggested she may have been given the incorrect information in a different call that wasn't recorded. So, I think it's more likely that Mrs S misremembered what was said.

Mrs S has commented that Ageas didn't provide a full transcript of the 40 minute conversation and only provided a brief extract of it. She's provided a copy of her phone bill to show that the total length of the first call was much longer than the recording. However, at the end of the recording Mrs S commented that she'd had to wait a long time to be put through to the claims handler. So, I think this is likely to explain the discrepancy in the lengths of time.

I know my answer will be disappointing for Mr and Mrs S, but I'm not persuaded that Ageas has done anything wrong.

My final decision

For the reasons I've explained, I don't uphold Mr and Mrs S's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S and Mr S to accept or reject my decision before 11 April 2024.

Anne Muscroft
Ombudsman