

complaint

Ms D complains that Ageas Insurance Limited has refused to settle a claim for theft under her household policy.

background

In October 2014 Ms D made a claim to Ageas under her household policy for the theft of her daughter's laptop computer. Ms D said that her daughter was living away from home at the time of the theft because she had been studying but that she normally lived at home.

Ageas declined the claim because any loss from student accommodation was excluded from the cover. Ms D said her daughter was living in privately rented accommodation and that she wasn't a student because she had recently ceased being a student. In response Ageas still wouldn't pay the claim. It said if Ms D's daughter wasn't a student in temporary accommodation she couldn't claim she was normally living at home in the insured property.

Our adjudicator thought that the complaint should be upheld. She was satisfied that Ms D's daughter was in temporary private accommodation and that the insured address was her normal home. Also she didn't think that Ageas had done enough to show that this was 'student accommodation' and that it could rely on that exclusion.

Ageas didn't agree with the adjudicator's opinion. It said that if the daughter wasn't a student then she couldn't return home at the end of term and therefore the insured property couldn't be considered her normal home.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Ms D's policy covered 'personal possessions away from home' for the insured and '*relatives normally living at home*'. The policy had an exclusion for relatives who were living '*in halls of residence or other term-time student accommodation*'.

In reviewing this complaint there are two main questions I need to consider:

1. Is it reasonable to conclude that Ms D's daughter was temporarily away from home and that her normal home was her mother's house - the insured property?
2. Is there enough evidence to show that her temporary residence could be clearly defined as 'student accommodation'?

I recognise that Ms D's daughter had received a letter shortly before the date of the reported theft, saying that her studentship had been terminated. But I'm satisfied that the reason Ms D's daughter was living away from home was that she had been studying, that she was in temporary accommodation near to her college and that her normal home was with her mother at the insured address.

While away from home at college Ms D's daughter was living in privately rented accommodation. This was not a hall of residence and does not seem to have had any direct connection with the college. I think that the term student accommodation is broad and vague. It isn't defined in the policy. If Ageas wants to rely on this exclusion to decline the

claim it needs to provide adequate evidence that the daughter's rented house should be classified as student accommodation. I don't think that there is adequate evidence that the rented house should be considered '*student accommodation*'. I therefore don't think it's reasonable for Ageas to rely on this exclusion to decline the claim.

my final decision

My final decision is that I uphold this complaint. I direct Ageas Insurance Limited to reconsider Ms D's claim. If a cash settlement is made, it should add 8% simple interest (less taxes where properly deductible) from the date of loss to the date of settlement.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms D to accept or reject my decision before 2 October 2015.

John Thornton
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