

## **The complaint**

Mrs M and Mr M have complained about their car insurer Ageas Insurance Limited as it didn't fix their car properly.

Ageas is the insurer. It uses other companies to do insured repairs and assessments. Ageas is responsible for the other companies.

## **What happened**

There was an incident in September 2021 and Ageas took Mr M's car for repair. When it was returned to him there was a knocking noise and an issue with the coolant. Ultimately the knocking noise was attributed to worn suspension brushes. But Mrs M and Mr M have never been satisfied regarding the coolant.

The garage, when initially repairing the car, hadn't taken air out of the system. So that had to be rectified but Mr M felt there was still a leak. The garage suggested taking the car to a main dealer garage (DG) and that happened in December 2021. Those investigations were inconclusive, not least because the car was not roadworthy at the time (due to faults not related to the incident or insured repairs). The DG said it would test the car once Mr M fixed those issues.

On 9 March 2022 Ageas told Mr M it would cover the cost of a diagnostic by the DG and a hire car for the time Mr M would be without his car. Mr M's car was still not roadworthy. It was booked in for a check by the DG on 19 May 2022. Following the check Mr M understood there was a coolant leak and the DG would need to strip the car down to resolve it. He understood this was in the area worked on after the incident and that something had gone wrong with those repairs. The diagnostic check and a video taken by the DG were sent to Ageas and it asked the DG for a view on whether there was an issue with the coolant and, if there was, was it likely related to the accident/its repairs.

In a letter dated 27 May 2022, Ageas set out some of the findings of the garage. Ageas addressed the letter to Mr M, and in the body said its findings were discussed with "you". In a letter in June 2022 Ageas' engineer said the DG investigations showed no issue with the coolant – the system was pressure tested and the pressure held. There was also no fault warning in the engine history. Ageas said some staining was found, suggesting a leak had occurred at some point – but there wasn't a current leak, the system was functioning normally. The letter also detailed the findings of another engineer that had met with Mr M to talk about the coolant issue in early June – that the system was functioning as expected. So Ageas wasn't prepared to do anything more with Mr M's car. And it didn't think it had caused any unreasonable delays in investigating Mr M's concerns. But it acknowledged that the repairing garage should have taken air out of the system before returning the car to Mr M in 2021. Ageas paid Mr M £150 compensation for that.

Mrs M and Mr M complained to the Financial Ombudsman Service. They were disappointed the car was still broken so many months after the accident and repairs. They said the May letter was a lie because the writer had been discussing the DG findings with Mrs M not Mr M. Whilst our Investigator was reviewing their complaint they referred to the diagnostic check

completed by the DG, which they said showed a leak had been found – and that the DG had told Mr M there was a leak there. Mrs M and Mr M also provided an email from the DG which said a leak had been found.

Our Investigator reverted to Ageas with this detail. Ageas shared detail it had received from the DG, which confirmed the opposite – its investigations had shown that there was no current leak. Ageas noted the email Mrs M and Mr M had presented was from a business manager, whereas it had received contact from the service and technical teams.

With further detail having become available during his investigation, our Investigator issued three views on the complaint. His final opinion though was that Ageas had fairly and reasonably shown there was no outstanding repair issue with Mr M's car. And he didn't think Ageas had lied in its May letter or caused any unreasonable delay in investigating the repair issue with the car. He felt £150 for the repairing garage's initial mistake of not removing air from the system was fair and reasonable.

Mrs M and Mr M remained unhappy. They were adamant there was a leak and that the diagnostic, along with the video and the email they had from their contact at the DG showed this. Their complaint was put forward for an Ombudsman's consideration.

Before their complaint was considered by an Ombudsman, in June 2023 they said they had obtained a report on the car. They presented various photos of the car and our Investigator explained that these did not amount to a report – that what would be needed was a report from a suitably qualified expert explaining what the problem is. Mrs M then provided photos of a printed-out email with hand-written notes on it. The printed detail listed a number of vehicle checks and there was hand-written detail from two sources. One of the sources was Mrs M – stating the damage was due to the incident/repairs and not there prior. The second source appears to list a number of faults found – although there is no detail about who found these faults. Of relevance is "Coolant level possible thermostat housing".

The complaint came to me for an Ombudsman's consideration. I wasn't minded to uphold the complaint but I needed to share with both parties my view on the complaint taking into account the new evidence of the report submitted by Mrs M and Mr M. So I issued a provisional decision, my findings of which were:

*"Ageas lied"*

*Ageas did address the letter to Mr M – he is the policyholder. The letter did appear to refer to Ageas discussing findings with Mr M because Ageas said the conversation was with "you". I can see why Mrs M and Mr M felt that was wrong because the discussion had taken place with Mrs M, not Mr M. But I don't think that the author set out to lie when he used the word "you". Nor do I think he was wholly incorrect to phrase things that way. Mrs M, a named driver on Mr M's policy, has been representing him during the claim and complaint. So, when Ageas was speaking to Mrs M, it was, effectively, speaking to Mr M. In any event though, this choice of wording is not, in my view, something which reasonably adds doubt to the rest of Ageas' investigation or findings. I know Mrs M and Mr M think a court would say it would taint everything – but that is not my view.*

*Air in coolant*

*Absolutely the car should not have been returned to Mr M without air, resulting from the repair, being removed from the system. Mr M should not have had to take the car back for this to be resolved. But Ageas has paid £150 for the upset caused in this respect. That, in my view, is fair and reasonable.*

*Reported on-going coolant issue*

*I'm not persuaded the new evidence presented by Mrs M adds to the complaint. It certainly doesn't, in my view, amount to an expert report. And even if I afford some benefit of the doubt and accept that the second source of handwriting is a suitably qualified expert to be able to find the faults listed – the author offers no opinion or explanation to satisfy there is a) a current coolant leak and b) that it has been caused either in the incident or by the work Ageas' garage undertook. So I revert back to the other evidence on file.*

*I think the phrasing on the DG's diagnostic print out does cause a lack of clarity. It could be read that there is a current leak. And I think Ageas tacitly acknowledged that when, having seen this print out, it asked the DG for sight of the video and further expert opinion.*

*It is the further comments from the DG to Ageas that are really compelling. I can't understand why a colleague of theirs also wrote to Mrs M and Mr M stating a different view. But I do think it's relevant that he was a business manager, whereas those Ageas was dealing with were from the service and technical area of the business. I think they are more appropriately qualified to comment on this mechanical issue and I find the service area comments compelling.*

*They've noted the engine is marked in the area of the thermostat housing. They say this evidences that there has been a leak at some point. I bear in mind that Mr M replaced the engine around two years before the accident. But Ageas' contact at the DG explains that the marks are old staining – such they can't be related to the incident or repairs. They also note the staining is not in the area of repair carried out by Ageas. Further though, that pressure tests have been done and the system is showing no signs of a current leak. The service area conclude "that would absolutely tell us there is no issue with the coolant system at all". I see also that Ageas had an independent engineer review everything and meet with Mr M. That engineer provided a report and its content concurred with the comments of Ageas' DG contact. So I'm satisfied that, on balance, Ageas' final response of June 2022 – essentially that there is no coolant issue/leak for it to fix – was fair and reasonable.*

#### Period of investigations

*This has been on-going for a long time. But I bear in mind that in December 2021 Mr M was told further investigations could only be undertaken when the car was roadworthy. The evidence I have seen was that that occurred in May 2022. Within about a month the car had been tested and Ageas had provided its final answer – that there was no fault with the coolant system. That response allowed Mrs M and Mr M to complain to us, which they did, and they were free to gather other evidence, if they wanted to, to show Ageas was wrong. They gathered some detail during our investigations but their report, discussed above, was only presented in July 2023. I've now considered that and, as explained above, it hasn't persuaded me that Ageas' final response of June 2022 was wrong. I'm not persuaded that Ageas caused unreasonable delays in considering post-repair concerns about Mr M's car."*

Ageas said it was satisfied by my findings but that it wanted to provide one clarification. It explained that the engineer who had met with Mr M was not independent, that he was actually one of its senior field engineers.

Mrs M expressed frustration at my findings. She said the coolant leak can be seen and they did not know what else they could say.

#### **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.

I thank Ageas for its clarification. I'm satisfied though that the 'independent' status or otherwise of the field engineer doesn't make his report, concurring as it does with the other findings, any less persuasive. I really appreciate how frustrated and upset Mrs M and Mr M are about this. But I remain of the view, based on the wealth of persuasive evidence available, which includes the field engineer's report, that Ageas' final response of June 2022 – essentially that there is no coolant issue/leak for it to fix – was fair and reasonable.

### **My final decision**

I do not uphold this complaint. I don't make any award against Ageas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M and Mr M to accept or reject my decision before 25 August 2023.

Fiona Robinson  
**Ombudsman**