

The complaint

Mr M complains Ageas Insurance Limited handled a claim against his motor insurance policy unfairly.

What happened

I issued a provisional decision. I said:

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

In late November 2021 Mr M’s car was damaged in an incident while he was on holiday in the UK. He claimed on his motor insurance policy. Ageas accepted the claim. Initially, Ageas attempted to get the rear window replaced as a temporary fix. This didn’t happen. I’m satisfied from reviewing Ageas’s contemporaneous notes it did make reasonable attempts to arrange the temporary repair, but for reasons outside of its control (supply/supplier issues) it was unsuccessful.

Following this there was consideration of transport home for Mr M. This is provided under the ‘Emergency transport and accommodation’ section of the policy. Ageas said this part of the policy didn’t apply because Mr M wasn’t in an emergency, such as at the side of the road. Instead, he wanted to be transported home at the end of his holiday. Mr M says that’s not what the policy says.

I have reviewed the policy wording and while I can understand Mr M’s point of view, I find it clear the cover is intended to ensure a driver is transported to a safe place, or to their intended destination, when they are unable to drive their car. Mr M’s circumstances meant he was already safe, and at his intended destination for that day. It follows I’m satisfied it was fair for Ageas to decline to pay to transport him home on a later date.

The car was later recovered to a garage, and later moved to another garage at Mr M’s request because the first garage couldn’t provide a courtesy car, despite saying it could. The recovery took longer than it should have and while I accept this was in part because of reasons outside of Ageas’ control (the impact of Covid, the result of multiple storms, a lack of available courtesy cars) I find there was avoidable confusion on the part of Ageas and/or its agents which delayed matters, leading to delays in Mr M receiving a courtesy car, and causing him a great deal of frustration.

Repairs to the car started around mid-December 2021. The car was returned to Mr M in early January 2022. The car was in a very poor state. Ageas let Mr M down here given it had a responsibility to perform a lasting and effective repair. The car was returned to the garage for further repairs in mid-February 2022 and returned to Mr M in late May 2022. That’s a long time and I have seen no compelling explanation for why it took so long.

Mr M was still dissatisfied with the quality of the repairs. An inspection was

undertaken which concluded Mr M's dissatisfaction was justified. Despite him asking for a different garage to complete further repairs, it was returned to the same garage in mid-August 2022 and returned to Mr M in mid-September 2022. Mr M remained dissatisfied with the quality of the repairs and had particular concerns about the suspension.

Ageas didn't engage with Mr M in a meaningful way following this until our service became involved. In April 2023, it said it would arrange a further independent inspection. While Mr M declined this, I find that is an appropriate way forward. I say this because Mr M's recent photos of the differing gaps between wheel and wheel arches suggest there is likely an issue with the suspension. And Mr M has other concerns for which he is willing to arrange the repair of, upon reimbursement. An inspection will enable a scope of required works to be completed.

I therefore intend to require Ageas to arrange an independent inspection, with a particular focus on the suspension. And if that inspection concludes further repair work is needed because of the damage caused by the incident, or the failed repair attempts, Ageas should arrange and pay for that work to be completed at a garage of Mr M's choosing.

Mr M has confirmed he had access to either a hire car or a courtesy car for the time he was without his car. These have either been provided by Ageas/the garage or reimbursed by the third-party insurer. I'm therefore satisfied Mr M hasn't been left out of pocket. While the cars Mr M used might not have been like his own, that's not a financial loss. But I will bear it in mind when considering fair compensation for non-financial loss.

The only other alleged financial loss appears to be Mr M's suggestion Ageas' actions – or lack thereof – has led to his car being worth less. I'm not persuaded by this argument. The car wasn't a write off and if repairs are completed to a satisfactory standard – which is what Ageas will have to ensure is the case here – the value of his car shouldn't be impacted. In any case, if the car is worth less as Mr M suggests, I'm not persuaded such as loss could be properly evidenced and quantified.

Ageas hasn't handled this claim well. Between the delays, failed repairs, and poor communication (which I'm aware of but haven't specifically addressed given its volume) it's caused Mr M a great deal of distress and inconvenience, and the matter is still ongoing. Compensation is appropriate. Our Investigator recommended Ageas pay Mr M £750. I consider that amount to be fair and reasonable in the circumstances. I understand this amount has already been paid to Mr M, so no further payment is due.

My provisional decision

I intend to uphold this complaint and require Ageas Insurance Limited to:

- arrange an independent inspection, with a particular focus on the suspension. And if that inspection concludes further repair work is needed because of the damage caused by the incident, or the failed repair attempts, Ageas should arrange and pay for that work to be completed at a garage of Mr M's choosing."

Ageas accepted my provisional decision and has arranged for the independent inspection to take place. Mr M did not disagree with my provisional decision but did point out a couple of things he considered inaccurate. He also queried what an "independent" inspect entails and,

later, asked to ensure it includes a list of specific concerns and a review of the quality of previous repairs.

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.

Mr M has referred to two things in my provisional decision as inaccurate – Ageas agreed to extend emergency transport to 24 hours, and he didn't decline the independent inspection. The extension offer was not helpful to Mr M, and Ageas could likely have explained the situation more clearly. But this isn't material to the outcome of the complaint.

The engineer intending to inspect the car reported to Ageas that Mr M had declined it. Mr M's email to our service about the intended inspection didn't say he had declined it, but I can understand from his description of the conversation why the engineer may have concluded Mr M didn't want it. In any event, the inspection didn't go ahead.

In my provisional decision, I said Ageas should arrange for an independent inspection. This inspection should be undertaken by a suitably qualified engineer who is independent of Mr M and Ageas. Ageas has now arranged for this to happen, and I have no reason to doubt the capability, or the independence, of the engineering firm instructed by Ageas.

Mr M is keen for the inspection to consider the suspension, but also wants to ensure it includes a list of specific concerns, and a review of the quality of previous repairs. The independent inspection should include a full review of the entire car. For the avoidance of doubt, I will include Mr M's list below, which will need to be included in the inspection.

- *The side skirts are not fitted properly*
- *There is a water leak into the boot*
- *The driver's seat has light scratching and body filler on it (scratches have now polished out)*
- *Wrong clips on boot trim*
- *Dirty finger marks on the white trim*
- *Wiring to tow bar switch disconnected (I have fixed this myself)*
- *Rear speakers appear to have been disconnected*
- *Surround on rear seat release button loose*

My final decision

I uphold this complaint and require Ageas Insurance Limited to follow through with the independent inspection, which should include a full review of the car including the suspension, the concerns set out in Mr M's list, and the quality of previous repairs. If the inspection concludes further repair work is needed because of the damage caused by the incident, or the failed repair attempts, Ageas should arrange and pay for that work to be completed at a garage of Mr M's choosing.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 3 January 2024.

James Langford
Ombudsman