

The complaint

Mr B complains that his car was damaged in a call out under his motor breakdown insurance underwritten by Ageas Insurance Limited (Ageas). References to Ageas include other organisations and individuals acting on its behalf.

What happened

Mr B had motor breakdown insurance underwritten by Ageas. There was a problem with his car battery and he called Ageas out twice in a very short period of time. The first time the battery was flat and the mechanic Ageas sent was able to jump start the car.

A few days later the car wouldn't start and Ageas again sent a mechanic. Mr B said this mechanic attached the jump leads incorrectly and damaged the battery. Mr B said the car couldn't be started.

Mr B wasn't happy about what happened and complained to Ageas. Ageas asked him to get a garage to inspect the car and provide a statement of findings and an estimate for repairs, which it would then consider.

Mr B provided an estimate from a car electrics company which said that the car needed new battery fuses which had blown due to the car being jump started the wrong way, and a new battery as Mr B said the old one had been smoking. Mr B got the company to do the work and sent the estimate to Ageas with pictures of the damaged fuse. In response the second mechanic's garage told Ageas that all its technicians use boost starter packs with polarity reversal which wouldn't blow the fuse. Ageas' engineer considered all the evidence and said the battery pack would be surge protected and in any event the invoice was much too high.

Ageas wrote to Mr B saying that it is industry standard to carry surge protected jump packs and so the damage he suggested was caused by putting the leads on the wrong terminals wasn't possible. Ageas also said the invoices he had provided were unusually high. Ageas said that Mr B had reported a flat battery twice across four days and in its view there clearly was an issue with the battery and it was not holding charge and in all likelihood, all the repairs that were required were entirely related to the original issue with Mr B's vehicle. Ageas didn't uphold Mr B's complaint as it said the evidence didn't support the view that the required repairs were as a result of the on-scene actions of the attending technician.

Mr B wasn't happy with the response from Ageas and so he complained to this service. Our investigator didn't uphold his complaint. She said she found Ageas' evidence and arguments to be more persuasive.

Mr B wasn't happy with what the investigator said and so his complaint has been passed to me. Mr B wants £368.32 compensation, which he says is what he paid for the repairs to his car.

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 don't uphold Mr B's complaint. I'll explain why.

It's not my role to decide what happened to cause the damage to Mr B's car, or when it happened. My role is to decide whether Ageas acted fairly and reasonably. On balance I think it was reasonable for Ageas to rely on the assurances from the garage and its own expert that it wouldn't have been possible for the damage to have been caused by the mechanic trying to jump start the car incorrectly.

My final decision

For the reasons given above I don't uphold Mr B's complaint. So I won't be asking Ageas Insurance Limited to do anything.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 30 October 2023.

Sarah Baalham
Ombudsman