

## The complaint

Mrs V has complained about her car insurer Ageas Insurance Limited. She's said her dashcam went missing when Ageas did some repairs, and its customer service was awful.

## What happened

Mrs V had an accident in September 2019. In 2021 she contacted Ageas as she was unhappy with the hire car she had been provided. She also told Ageas that her dashcam, left in her car when it went for repair, hadn't been returned to her. She said Ageas' customer service was terrible.

When Mrs V contacted us, our Investigator discovered that the hire car problems had been related to a claim in 2018, and Ageas had issued a final response in respect of Mrs V's concerns about that in 2018. So our Investigator told Mrs V that we couldn't look at that.

Mrs V said the customer service from Ageas had still been poor in 2019. She said people had been rude and hung up on her. She said she didn't receive promised call backs. Mrs V said it hadn't been made clear to her in 2019 that the hire car was not being provided by Ageas. She said her dashcam hadn't been returned, Ageas initially said it didn't think it had failed Mrs V in any of these respects. But, upon contact with our Investigator, it agreed to pay Mrs V to replace her dashcam. Payment was sent to Mrs V in this respect.

Regarding Mrs V being put in contact with the hire car company, our Investigator felt Ageas had been clear. Mrs V's concerns about Ageas' customer service were considered too. It was felt that, overall, Ageas' hadn't provided a poor service. Mrs V remained unhappy, so her complaint was passed for an ombudsman's consideration.

## 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.

As our Investigator has explained, I can't look at what happened regarding the hire car in 2018. And regarding what Ageas told Mrs V in 2019 about the hire car, I think it was clear that this was an option Mrs V could take but which wasn't provided by it under the policy.

Mrs V reported to Ageas that her dashcam hadn't been returned to her. Ageas has since paid Mrs V so she can replace her dashcam. I'm satisfied that resolves that issue, so I won't make any further award in this respect.

I know Mrs V has been upset and frustrated at times with Ageas, that she has felt its advisors weren't listening to her, which meant she had to make more calls and stay on calls longer as a result. But, I don't think Ageas's advisors generally handled things poorly. There's only one call where I think things could have been handled better. But even during that call the handler remains polite. I think the handler shouldn't have spoken over Mrs V as she did. But I think the advisor was clearly trying to tell Mrs V something that Mrs V didn't want to hear. Mrs V wanted the advisor to guarantee a letter would be rewritten but the

advisor told Mrs V she couldn't do that, although she'd pass Mrs V's concerns on. However, Mrs V kept trying to explain why she felt the advisor should agree to re-write the letter. The call did last a long time, but I think that was the natural result of each party having opposing views on which a compromise couldn't be reached. I don't think Ageas provided poor customer service during this call – although, as I said, the advisor should have performed better. And I trust Ageas will take that on board.

I realise that, in that call, Mrs V told Ageas she had only had to call back because a promised letter wasn't sent to her. And I accept that the advisor acknowledges that the promised letter hadn't been sent. I appreciate that this was frustrating for Mrs V and, ideally the letter would have been sent to her as promised. Unfortunately, small errors like this sometimes result from the natural dealings of an insurer and its policyholder. An instance like this wouldn't, to me, equate to an insurer providing poor service that requires compensating for. And clearly, Mrs V wasn't only calling Ageas back because of the missed letter as she was also unhappy about the content of the letter she had received.

Mrs V believes the letter she received from Ageas about her complaint shows it acted poorly towards her because it records that she had accepted it had resolved her query. Ageas' handler explained to Mrs V that the real purpose of the wording is to log that Ageas has reached the end of its complaint process. But I see what Mrs V means – the letter suggests she has accepted the complaint is resolved, which is at odds with her then being able to refer her complaint to the Financial Ombudsman. Mrs V was clearly worried that the Ombudsman would be swayed by the sentence in the Ageas letter and this would affect her complaint. I can assure Mrs V that is not the case. And I think Ageas' call handler was trying to explain as much but it just wasn't possible, by this point for the two of them to have an effective conversation on the matter.

With regret for any disappointment this may cause Mrs V, I'm not going to require Ageas to pay her compensation, or to reimburse her call costs, on account of it having provided a poor service to her. Whist I realise Mrs V's view on this is different, I simply don't think Ageas' service was poor.

## My final decision

For the reasons set out above, I'm not requiring Ageas Insurance Limited to do or pay anything more in settlement of this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs V to accept or reject my decision before 28 September 2022. Fiona Robinson

**Ombudsman**