

## The complaint

Mr B complains about the quality of repairs to his car after Ageas Insurance Limited repaired it following a claim on his motor insurance policy.

## What happened

Mr B's vehicle was damaged in an accident. Ageas reviewed the claim, accepted it, and repaired Mr B's vehicle. A little while later Mr B noticed the paint on the sliding door was cracked and starting to peel. He therefore took it back to the garage Ageas used to do the repairs. Mr B said the garage told him they'd recommended replacing the door at the time but Ageas said it needed repairing instead. Mr B then complained to Ageas about the poor repair.

Ageas reviewed the complaint and didn't uphold it. It said the damage to the door was to the lower part and the cracked paint was around the door handle, which hadn't been repaired. Ageas said it must have cracked due to a previous poor repair. Unhappy with Ageas' response, Mr B brought his complaint here.

Our investigator reviewed the complaint and recommended it be upheld. She found that while the damage had been to the lower part of the door, Ageas had stripped the door back and repainted the whole door. Because of this, she thought Ageas should fix the poor repairs to the door as they hadn't been done to the required standard as the paint was now cracking.

Ageas disagreed. It said the door had been filled previously around the handle, where the cracking was. It also said it looked like someone had put a screwdriver in there, possibly attempting to break into the car. And because of this it didn't think it was responsible for the paint now cracking and coming away.

As Ageas disagreed the complaint has come to me to decide.

## 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.

The terms and conditions of Mr B's policy say:

*"All repairs carried out by repairers we approve are backed by a three-year warranty."*

I also think it's fair and reasonable for Ageas to have a responsibility to carry out a lasting and effective repair. I've therefore looked at whether Ageas has met its requirements under the policy when repairing Mr B's car.

The original assessment of the repair states the incident date as 26 February 2020. I can see Ageas' final response letter is dated 7 September 2022. As Mr B has raised the issue with the paint within three years of the repair, I'm satisfied it falls within the three-year warranty period of the policy. I've therefore looked at whether it would be fair and reasonable

for Ageas to cover the issue with the paint cracking.

Ageas has said it didn't repair the area of the door where the paint has cracked, it's also said there was previous filling around that area. I've reviewed the photos of the door from when it was being repaired and of the damage before it was repaired. The photos show the damage to the lower part of the door, however when the door has been repaired the whole door has been stripped back and painted.

While there may have been filler around the area which has now cracked, the paint on that area wasn't cracking before Ageas repaired the door. And as Ageas repainted the whole door I'm satisfied, in line with the policy terms, that Ageas is responsible for those repairs.

I've also considered Ageas's comments about someone possibly attempting to break into the car with a screwdriver. Mr B disputes this and says it's just where the paint is cracking and coming away. I've reviewed the pictures and I'm inclined to Agree with Mr B, I say this because there are no scratching or other marks around the area which you would expect to see if someone tried to force entry. I'm therefore more persuaded by Mr B's comments that it's where the paint is cracking and coming away.

When taking this all into account I'm satisfied that Ageas is responsible for fixing the paint cracking and therefore needs to repair the door to fix the paint cracking which has occurred.

### **My final decision**

For the reasons explained above, I uphold this complaint. I require Ageas Insurance Limited to fix the paint cracking on Mr B's door.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 12 April 2023.

Alex Newman  
**Ombudsman**