

## **The complaint**

Mr A complains that Ageas Insurance Limited damaged his motorbike when it recovered it following a claim on his roadside assistance motor insurance policy.

## **What happened**

Mr A said a recovery driver dropped his bike during the recovery causing damage to it. He wants Ageas to pay for the repairs. Ageas said it had evidence that the damage was pre-existing, and it wasn't responsible for the claimed damage to the bike.

Our Investigator recommended that the complaint should be upheld. She couldn't see that the photos used by Ageas to show the damage was pre-existing had time and date stamps. She thought they all showed the bike being delivered to Mr A's home, not before recovery. Ageas didn't have a collection note to show that the bike had pre-existing damage. And Mr A provided a photograph of the bike before the recovery. The bike was then undamaged. So she thought Ageas should settle Mr A's claim and pay for any costs for getting a quote for repairs.

Ageas replied that its photographs showed the bike before and after recovery with no additional damage. Ageas said Mr A hadn't provided a quote for repairs. Ageas asked for an Ombudsman's review, so the complaint has come to me for a final decision.

## **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 A said his bike was damaged when it fell on its side whilst being unloaded at his home by Ageas' recovery driver. He said there was damage caused to the exhaust manifold, engine cover, lower fairing and pannier, all on its right hand side. He estimated that it would cost about £2,000 to repair his bike. Mr A agreed that there had been some pre-existing marks on the tank and scratches to the pannier, but he wasn't claiming for these.

We don't assess whether or how damage to a vehicle would be caused as this is a matter for the experts in these situations, the insurance companies and engineers. Our role in these complaints is to determine whether an insurance company has considered all the available evidence and whether it can justify its decision to not pay for additional repairs.

Ageas replied on three photographs to show that the bike didn't have any further damage after it was recovered. But I'm not persuaded that the photographs prove this. The photographs aren't time or date stamped. And Mr A provided photographs showing that one photograph allegedly taken on collection was actually taken outside his house – the details of the pavements match. And the other two photographs appear to show the bike on the delivery truck, but I can't ascertain when they were taken.

So I'm satisfied that Ageas hasn't reasonably concluded that the photographs show that the bike wasn't damaged after collection.

Mr A sent Ageas an email with a photograph of his bike taken when he was waiting for recovery. The photograph has time and date stamps. The photograph shows the bike to be then undamaged. This was provided to Ageas after it responded to his complaint. I don't think Ageas reasonably considered this evidence when it dismissed Mr A's claim. And so I'm not satisfied that it has justified its decision that it's not responsible for the repairs. And I think it should now pay for the bike to be repaired.

Ageas asked Mr A to obtain estimates for repairs. But Mr A told Ageas that it would cost £65 to obtain a quote for repairs and Ageas didn't then approve this. So I can't say it was unreasonable for Mr A to not yet obtain a repairs estimate. I think he should now do this, and I think Ageas should reasonably meet any relevant costs for this.

### **Putting things right**

I require Ageas Insurance Limited to settle Mr A's claim for the damage caused to his bike during its recovery and to cover the costs of any associated estimates.

### **My final decision**

For the reasons given above, my final decision is that I uphold this complaint. I require Ageas Insurance Limited to carry out the redress set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 10 July 2023.

Phillip Berechree  
**Ombudsman**