

The complaint

Mr G complains about how Ageas Insurance Limited handled a claim made on his motor insurance policy and with the delays to his repairs. He wants it to buy back his car.

What happened

Ageas took Mr G's car for repairs following an accident. The car was returned to him, but rectification work was required. Ageas' approved repairer failed to repair these. And so three months after the car should have been repaired, Ageas said Mr G could use his own repairer or it would pay a settlement in lieu of repairs. But Ageas' repairer completed the repairs and returned the car two weeks later.

Mr G thought the courtesy car provided was unsuitable. He said he'd lost earnings because of the repairs. Mr G said his car had been devalued because of the repairs. Ageas paid Mr G £200 compensation for its handling of the claim. But Mr G remained unhappy.

Our Investigator recommended that the complaint should be upheld in part. She thought the repairs wouldn't affect the car's value. But she thought Ageas should increase its offer of compensation to £300 and pay Mr G for two days' loss of earnings for the time he had spent dealing with aspects of the claim.

Ageas agreed to do this, and to reimburse Mr G for the cost of new tyre stickers he'd bought. But Mr G said he'd lost confidence in the car, and he doubted the quality of the repairs. He said the repairer should have returned the car rather than make further repairs. He wanted Ageas to pay him a total loss settlement for his car. Mr G asked for an Ombudsman's review, so his 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.

I think Mr G could reasonably expect his car to be repaired without the need for rectification. And I can understand his frustration that this didn't happen. Ageas agreed that the service Mr G had received had been poor. Its engineer inspected the car after the first and second round of repairs and found them to be unsatisfactory.

At that point, it was agreed that a cash settlement for the further repairs would be made. And Mr G expected to use this to offset the cost of replacing his car. He now wants Ageas to pay him a total loss settlement. I can understand Mr G was disappointed that the repairer completed the repairs, and so he didn't receive the cash settlement.

But I don't think it would be fair or reasonable to expect Ageas to now pay him for the car's total loss. This is because the car was always repairable. Ageas is entitled by the policy's terms and conditions to decide how to settle a claim. And Ageas' engineer said the further repairs were satisfactory and I haven't seen any evidence to counter this. So Mr G's car has been repaired to a satisfactory standard by Ageas, and it has met its liability for his claim.

I can see from Mr G's timeline that there were delays in the repairs being completed satisfactorily. But during the time Mr G's car was being repaired he was provided with a courtesy car and his car was later driveable, so he was kept mobile.

I can see that there was some dispute about the replacement car provided during the rectification work as Mr G needed one that met his work needs. But a suitable one was provided when Mr G's car was eventually taken for rectification. So I can't see this caused Mr G any loss.

When a business makes a mistake, as Ageas accepts it has done here, we expect it to restore the consumer's position, as far as it's able to do so. And we also consider the impact the error had on the consumer.

Mr G helpfully collated the time he had to spend on the claim due to the need for rectification. And Ageas agreed to reimburse Mr G for two days' loss of earnings, £280, as he requested. Ageas also agreed to reimburse Mr G £8.46 (including VAT) for the cost of the correct tyre sticker he replaced.

And I can see that Ageas' engineer said the last rectification was completed and so the repairs are satisfactory. Mr G was concerned about the quality of the repairs to his car. But these would be guaranteed by Ageas. So if he has future concerns, then he can always raise this with Ageas. And so I think Ageas' reimbursement and completion of the repairs restores Mr G's position.

Ageas has agreed to pay Mr G £300 compensation for the delays in the claim and the trouble and upset due to the need for rectification. I think this is in keeping with our published guidance for this level of impact, and so I'm satisfied that this is fair and reasonable.

Putting things right

I require Ageas Insurance Limited to increase its payment of compensation for Mr G's distress and inconvenience caused by its delays and handling of his claim by £100 (£300 in total), to pay him £280 for his loss of earnings and £8.46 for his outlay for parts, as it's already agreed to do.

My final decision

For the reasons given above, my final decision is that I uphold this complaint in part. 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 G to accept or reject my decision before 11 July 2023.

Phillip Berechree
Ombudsman