

The complaint

Mr S complains that Ageas Insurance Limited is responsible for poor repairs in response to his claim on a motor insurance policy.

What happened

The subject matter of the claim and the complaint is a small hybrid car, first registered in 2018.

Mr S has had the car since at least February 2019 (the date of its most recent V5).

For the year from early March 2021, Mr S had the car insured on a comprehensive policy. The policy was branded with the name of an insurance intermediary.

Ageas was the insurance company that was responsible for dealing with any claim. Any claim for damage (except to a windscreen) was subject to a compulsory excess and a voluntary excess totalling £550.00.

Unfortunately, in late January 2022, Mr S reported to Ageas that his car had hit a third party's vehicle, causing damage to the front and offside of his car (and to the other car). Ageas arranged repair of his car.

Much of the complaint concerns the acts or omissions of the repairers. As I hold Ageas responsible for them, I may refer to them as acts or omissions of Ageas.

From late February 2022, Mr S complained to Ageas that the repairs were unsatisfactory.

By a final response dated early May 2022, Ageas upheld Mr S's complaint, made proposals for further work and said it was sending him a cheque for £500.00.

Mr S brought his complaint to us. Our investigator recommended that the complaint should be upheld and made recommendations with which Mr S and Ageas agreed. So Ageas arranged further rectification work and inspection.

Mr S complained that the repairs were still unsatisfactory.

By a final response dated 9 November 2022, Ageas said that the repairs were of a commercially acceptable standard.

Mr S brought his complaint to us in mid-November 2022.

Ageas didn't cooperate with our investigation by providing its file.

Our investigator recommended that the complaint should be upheld. He thought that the photographs showed that there remained misalignment and there were imperfections in the valeting process. He thought that Mr S had been caused considerable distress.

The investigator recommended that Ageas should:

1. arrange for the car to be inspected again at a garage of Mr S's choosing (but also acceptable to Ageas) with a report being sent to both Mr S and Ageas; and
2. pay for repair of any outstanding faults identified by the independent garage; and
3. a full valet should be undertaken of both the exterior and interior of the vehicle; and
4. pay Mr S compensation of £100.00 in respect of the trouble and upset he'd been caused.

Ageas belatedly provided us with its file.

Our investigator changed his opinion. He still recommended that the complaint should be upheld in part. He thought that the right front wing / bumper arch liner wasn't fitted correctly. He recommended that Ageas should:

1. arrange for the issue relating to the right front wing / bumper arch liner not being fitted correctly to be corrected by its approved repairer; and
2. If required, supply Mr S with a courtesy car whilst the repairs are being carried out; and
3. pay Mr S £100.00 for the continuing distress and inconvenience he's suffered.

Mr S disagreed with the investigator's changed opinion. He says, in summary, that:

- Ageas should correct all faults, not only the wheel arch liner.

Ageas didn't respond to the investigator's opinion.

So the investigator asked for an ombudsman to review the complaint.

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 S's list of outstanding faults is as follows:

1. Right front wing / bumper arch liner not clipped in correctly
2. Right front bumper to wing gap not within specification
3. Centre foam dam missing from scuttle trim
4. Boot not clean after valet
5. Scratch on right rear bumper end
6. Scratch on right front wing
7. Clicking noise when turning the steering wheel

Mr S is of course familiar with his car.

However, I place more weight on the most recent reports of the independent engineers in mid- September 2022 and early November 2022.

The latter commented (using the same numbering) along the following lines:

1. Justified.
2. The gap is commercially acceptable for this make and model.
3. The area the owner pointed to does not appear to have had a foam dam – however further research would be required to confirm
4. The owner took images before he cleaned this himself.
5. Unable to advise when during repairs – if at all – this may have occurred
6. Unable to advise when during repairs – if at all – this may have occurred
7. Requires further investigation.

My findings (using the same numbering) are as follows:

1. As the engineer said the point was justified, I consider it fair and reasonable to direct Ageas to arrange for its approved repairer to contact Mr S to book his car in to correct the fitting of the right front wing / bumper arch liner. Also, Ageas should supply Mr S with a courtesy car, if he so requires, upon Mr S delivering his car to the repairer in line with that booking until the date on which Ageas considers that the fitting of the liner is correct.
2. Whilst Mr S will remain unhappy about the gap, I accept the engineers' opinion that it is acceptable.
3. Mr S first raised this point in early November 2022. I don't consider that he has shown enough evidence that Ageas is responsible for a missing foam dam.
4. Whilst I accept that Mr S cleaned up a stain, I don't find that this makes it fair and reasonable to direct Ageas to do another valet.
5. Mr S had the use of the car in autumn 2022. He first raised this point in early November 2022. As a scratch could've been caused in a number of ways, I don't consider that Mr S has shown enough evidence that Ageas is responsible for a scratch on the rear bumper.
6. Mr S had the use of the car in autumn 2022. He first raised this point in early November 2022. As a scratch could've been caused in a number of ways, I don't consider that Mr S has shown enough evidence that Ageas is responsible for a scratch on the right front wing.
7. I haven't seen enough evidence to show that the accident or the repairs involved steering components. He first raised this point in early November 2022. I don't consider that Mr S has shown enough evidence that Ageas is responsible for a noise from the steering.

I keep in mind the earlier distress and inconvenience and the payment of £500.00 compensation in May 2022. Having upheld the complaint about the liner, I accept that Ageas is responsible for that issue causing Mr S some further unnecessary inconvenience and upset. I conclude that £100.00 is fair and reasonable in line with our published guidance on compensation for distress and inconvenience.

Putting things right

I consider it fair and reasonable to direct Ageas to arrange for its approved repairer to contact Mr S to book his car in to correct the fitting of the right front wing / bumper arch liner. Also, Ageas should supply Mr S with a courtesy car, if he so requires, upon Mr S delivering his car to the repairer in line with that booking until the date on which Ageas considers that

the fitting of the liner is correct.

And I conclude that £100.00 is fair and reasonable compensation for distress and inconvenience.

My final decision

For the reasons I've explained, my final decision is that I uphold this complaint in part. I direct Ageas Insurance Limited to:

1. arrange for its approved repairer to contact Mr S to book his car in to correct the fitting of the right front wing / bumper arch liner; and
2. supply Mr S with a courtesy car, if he so requires, upon Mr S delivering his car to the repairer in line with that booking until the date on which Ageas considers that the fitting of the liner is correct; and
3. pay Mr S £100.00 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 23 June 2023.

Christopher Gilbert

Ombudsman