

## **The complaint**

Mr S has complained about Ageas Insurance Limited's ("Ageas") service in connection with a claim he made on his mobility scooter insurance policy.

Mr S has been dealing with a company who administer the policy on Ageas' behalf. But since Ageas provides the insurance cover, it remains responsible for the decisions and actions concerning how the policy operates, regardless of who takes those decisions or actions. So I will refer to all those things as being done by Ageas.

## **What happened**

Mr S has an insurance policy for his mobility scooter which started on 9 June 2022. The policy provides cover for unforeseen costs around the use of a mobility scooter or wheelchair.

In October 2022 Mr S drove over a pothole and the rear frame of his scooter snapped, which also damaged the transaxle. Mr S reported the accident to his insurer and they told him to look for a local repair garage which he did.

The garage gave Mr S a quote for the repair which was accepted by Ageas. Unfortunately, despite ordering the relevant part for the repair, the garage said there were delays in receiving it. And so Mr S was without his scooter for that period, which amounted to around four months at the time.

Mr S says he told Ageas about the delays with the garage and so it paid him for the cost of the repair to enable him to get it repaired elsewhere. Mr S wasn't happy with this and wants Ageas to write his scooter off so he can purchase a new one. He says he took out the policy to give him peace of mind but the situation has caused him substantial stress. Mr S has explained how he relies on the scooter to get around and give him independence.

Mr S wasn't happy with the service he received from Ageas and so he complained. Ageas said it logged the claim on 10 October 2022 and asked Mr S to provide a cause of damage report together with a quote for the repairs. Ageas said it received this information and authorised the repairs on 25 October 2022. Ageas said the repair couldn't be completed since the part was unavailable until March 2023, but this was outside its control. Ageas paid Mr S a cash settlement in order for him to have the repairs completed elsewhere. And so the complaint wasn't accepted.

Mr S wasn't happy. He said since the part wasn't available he should have been provided with a cash settlement for the scooter, at market value, so he could replace it, since it can't be repaired. Mr S referred his complaint to this service.

Our investigator looked into things for him. He said the relevant part had been ordered and there was a delay in it being received, but that he couldn't reasonably hold Ageas responsible for the delay. Ageas offered a cash settlement in lieu of repairs which was within the terms of the policy. And so the complaint wasn't upheld. Mr S didn't accept the investigator's conclusion, so the matter was passed to me for review.

## **My provisional decision**

I recently issued a provisional decision setting out my thoughts on the key complaint points and how I thought matters might best be resolved. I said:

First I want to recognise the impact this complaint has had on Mr S. I don't doubt the disruption and upset he would have suffered without having access to his scooter. It's clear this matter has caused significant distress and inconvenience for him. I understand Mr S has strong views about what has happened and I can empathise with the situation. I have read and considered everything I have received carefully.

I can see that Mr S relies on his scooter to get around and so I can see why he'd want such issues sorted out as quickly as possible. Unfortunately this isn't what happened.

### *Hire costs*

Ageas offered Mr S £5 per day towards the cost of hiring a replacement scooter while his was being replaced, up to a limit of £100. Mr S says this amount wasn't enough for him to hire a scooter. And while I can understand why he wasn't happy with this it is what is stipulated under the terms of the policy. So I can't say Ageas did anything wrong here.

### *Repair to scooter*

The relevant industry rules say an insurer should handle claims promptly and fairly. And I've thought about whether Ageas acted in line with this. And I don't think it has. The scooter was collected towards the end of October and it was aware there were significant delays in obtaining the relevant part. I think Ageas should also have been aware of the fact that Mr S likely relied on his mobility scooter in his day-to-day life. And so when it was clear the delays with the part were ongoing it should have reconsidered whether waiting for the repair, or paying Mr S a cash settlement, was reasonable given Mr S' particular circumstances. And whilst the delays weren't directly in Ageas control it was aware of them, and the issues caused as a consequence.

Our approach in cases like this is to consider whether the insurer has acted in line with the terms and conditions of the policy and acted fairly and reasonably. So my starting point is the policy. The cover provides insurance for, "*costs to repair accidental damage to your scooter or wheelchair that was caused by an insured event.*" And where the cost to repair the scooter is over 70% of the value of a new scooter, Ageas will, "*replace your scooter or wheelchair with a new one of similar make and model or...offer to pay the cash amount representing the market price for a new scooter,*" unless the scooter is more than two years old at the time of the claim.

When Mr S reported his claim Ageas asked him to obtain a quote for the repairs, which it then approved. I have considered the written records between the parties which show how the repairer was attempting to obtain the relevant part but was aware there was a shortage as a result of the pandemic.

Mr S has been waiting so long for his scooter to be repaired and given the circumstances, I'm not satisfied that Ageas' continued decision to repair it is fair. And so in this case I would expect Ageas to take some further action; either by paying for bespoke parts to be made, or to consider writing the scooter off.

As explained above Ageas should settle claims promptly and fairly, and I don't think it has done so here. I will discuss what this means for Mr S below.

### *Cash in lieu of repair*

I can understand Mr S feels frustrated by the delay in the repairs to his mobility scooter. Up to the point he brought his complaint to us he has been given a number of estimated completion dates. This is unfortunate. I can see the repairer has chased the manufacturer for updates as to when the part might be delivered.

The delays here were caused because the part was unavailable, and I'm satisfied the repairer made reasonable efforts to get the part, and Mr S was kept updated. But I think the time taken started to become unreasonable. The accident occurred in October and by the following May the part was still not available. So Ageas paid Mr S the cost of the repair – a cash settlement.

Whilst this is standard practice in insurance claims I have considered whether it was reasonable taking into account Mr S' circumstances, and I don't think it was. The repairer has explained there was a shortage of that part as a result of the pandemic, and so it was likely that wherever Mr S took his scooter to be repaired he would have had the same issue. And I don't think that's fair.

To resolve Mr S complaint I think it would be fair and reasonable for Ageas to take the further option provided by the policy of declaring the scooter a total loss. And it should make Mr S a payment of the scooter's pre-accident value, less the policy excess. This would allow Mr S to replace his scooter.

Mr S has explained he took the insurance out to give him peace of mind, so that he could ensure he was able to keep moving. Mr S says he has been trapped in his home without his scooter since the accident in October 2022. He says his quality of life has reduced and he has to rely on friends and neighbours for help with shopping. Mr S says he has had to use taxis and hospital transport to get around. And he has been unable to go to his local park for some fresh air. Mr S has mobility issues is has difficulty standing and walking.

I am taking into account the fact that Mr S is a vulnerable person and it was difficult for him to arrange the repairs himself in the first instance, let alone trying to find another repairer after the passage of time.

### **Response to my provisional decision**

Neither party has raised any additional points or queried my findings.

### **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.

In light of the fact that neither Mr S or Ageas had anything to add to the findings set out in my provisional decision (which I've reproduced here and which forms part of this final decision) I'm satisfied it represents an appropriate way to resolve the dispute. For the reasons set out above I'm upholding Mr S's complaint.

### **Putting things right**

Had Ageas dealt with the claim promptly and fairly in the first instance I don't think Mr S would have needed to continue to engage with Ageas and ourselves in an attempt to satisfy himself his claim had been dealt with fairly and correctly. I'm satisfied this has taken time

and effort from Mr S, and I don't doubt it would have been stressful and upsetting during that process.

I require Ageas to write off Mr S's scooter and replace it with one of a similar make or model or offer to pay the cash amount representing the market price for the scooter, as per the terms of his policy, less the applicable policy excess.

Ageas should pay Mr S £850 to reflect the distress and inconvenience caused to him. I think this is fair and reasonable in the circumstances and is broadly in line with the awards which we make for trouble and upset as set out on our website.

### **My final decision**

For the reasons I've explained I uphold Mr S's complaint and direct Ageas Insurance Limited to put things right by doing what I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 16 August 2023.

Kiran Clair  
**Ombudsman**