

The complaint

Miss M complains about how Ageas Insurance Limited (“Ageas”) handled a claim under her car insurance policy.

What happened

Miss M had a motor insurance policy with Ageas.

Around February 2023 her car was damaged while parked at the roadside. She contacted Ageas and made a claim.

Her car was taken to Ageas’ repairer and work was done on it. It was returned to Miss M but she noticed some unusual noises. The car went back for more repairs. About two weeks later Miss M noticed more problems. Another garage company told her that her car wasn’t fit to drive. Miss M had an important occasion to attend, and Ageas supplied her with a hire car.

Miss M remained unhappy with the quality of the repairs. Further damage was caused by Ageas’ repairer when it tried to fix one area. The repairer said it thought one particular problem (a broken spring) had been caused after the collision, but Miss M said it was from the collision. The hire car was extended throughout this time.

Miss M’s car was returned to her following some correction of panel alignment in early June.

She remained unhappy and the car went back for more work following inspection by Ageas’ engineer.

During this time, Miss M told the repairer she didn’t need a courtesy car but then changed her mind. But the repairer couldn’t supply an automatic car. Ageas then provided her with a two day hire car. Miss M said she missed a day of work because of the delay getting her a courtesy car. It’s my understanding she’s made a separate approach to Ageas about this. Miss M made a series of complaints to Ageas. It upheld her complaints and apologised for its service.

Miss M remained unhappy and brought her complaint to this service. She asks for compensation for her time and effort taken in dealing with the claim.

Our investigator looked into it and said he thought it would be upheld. He said Ageas should pay Miss M £200 compensation for the avoidable delays and inconvenience.

Ageas agreed with the view but Miss M didn’t. She asked for a much higher compensation.

She says she’s had to sell the car cheaply because she doesn’t trust it anymore.

Because she didn’t agree, her complaint has been passed to me to make a decision.

I issued a provisional decision increasing the amount of compensation I thought Miss M should receive:

Any insurance claim is going to involve some disruption to normal life but I can see in this case this claim has meant an extended period of disruption for Miss M.

I'm proposing to uphold her complaint and I'm issuing this as a provisional decision because I propose to award Miss M higher compensation due to the length of time she was affected, and the number of visits she had to make to Ageas' repairer.

It's apparent from Ageas' notes that the work its repairer carried out from February to May wasn't acceptable when Ageas had an engineer inspect the car in June, before the final part of the work was completed.

And I can see that, before this, a manager of the garage said he was happy with the quality of the repairs his garage had completed.

I don't think this is very good service from Ageas and it's clear it is responsible for the actions of its repairer during this claim.

Taking this into account, it's clear to me that Ageas' repairer caused disruption over an extended period to Miss M and I can see from her evidence that her distress has had a significant impact on her.

But I don't think it's fair that Ageas sent Miss M's car back to the same repairer several times to try and have it fixed. Then ultimately have to inspect the repairs before agreeing to have it finally sorted out.

Miss M has talked about the impact of the stress on her and I can see from Ageas' notes it knew about her occupation and that it was aware of some of the personal issues she was having as the claim progressed.

I also need to take into account that Ageas provided Miss M with hire cars or courtesy cars for several periods during her claim, which I think is fair.

I've considered this service's guidelines on compensation and I've thought about the amount of time it took Ageas to repair Miss M's car, which was about five months in total, and several visits to Ageas' repairer and another garage. I can see this had a significant impact on Miss M's daily life. Having taken everything into consideration and considered this service's guidelines, I think £400 is the appropriate level of compensation.

Responses to my provisional decision

Ageas agreed with my provisional decision but Miss M didn't. She doesn't think £400 is enough compensation for the stress and inconvenience she's been caused by Ageas.

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'm sorry to hear about Miss M's decision to sell her car and I can appreciate her distress caused by Ageas' poor service. But as I said in my provisional decision, I thought carefully about the level of distress she'd been caused and considered this service's guidelines on compensation. I've reviewed these again, and I think the appropriate level of compensation is £400.

My final decision

It's my final decision that I uphold this complaint. I require Ageas Insurance Limited to pay Miss M £400 compensation for her distress and inconvenience.

Ageas Insurance Limited must pay the amount within 28 days of the date on which we tell it Miss M accepts my final decision. If it pays later than this, it must also pay interest on the amount from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 13 March 2024.

Richard Sowden
Ombudsman