

The complaint

Mr P is unhappy with how Ageas Insurance Limited (“Ageas”) handled a motor insurance claim when his vehicle was vandalised.

Any reference to Ageas includes the actions of its agents.

What happened

The circumstances of this complaint are well known to both parties, so I’ve summarised what’s happened. Mr P has a motor insurance policy which is underwritten by Ageas. In June 2023, he made a claim on his policy – saying his vehicle had been vandalised and that it wouldn’t start.

Ageas accepted the claim and Mr P’s vehicle was moved to one of its approved repairers. But owing to Ageas initially saying electrical faults *weren’t* a result of the act of vandalism, the claim took several months longer to resolve.

Ultimately, Ageas accepted the electrical faults were a consequence of the vandalism. But due to the cost of replacing the components, the vehicle was deemed “beyond economic repair” and a cash settlement was agreed with Mr P to resolve the claim.

Unhappy with how Ageas had handled things Mr P complained. He said there’d been delays with Ageas providing a hire car and he’d suffered a great deal of stress and anxiety as a result of its handling of the claim. He said Ageas had caused avoidable delays by not believing what he was saying with regards to the electrical issues.

In its final response letter, Ageas accepted it hadn’t handled the claim well and paid £400 compensation. Mr P didn’t consider the compensation to be sufficient and so, brought a complaint to this Service.

An Investigator considered it but didn’t uphold it - she thought the compensation was fair and reasonable in the circumstances. Mr P disagreed, and so, the complaint has been passed to me for an Ombudsman’s 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.

Having done so, I agree with the outcome our Investigator reached and I’ll explain why.

As the claim has been resolved and a cash settlement payment made, the only issue for me to determine is whether £400 compensation reasonably reflects the difficulties Mr P experienced as a result of Ageas’ handling of the claim.

Ageas accepts it caused a few months delay, and that it didn’t organise a hire car for Mr P as quickly as it ought to have - which meant he was without a vehicle for around a week and a half at the start of the claim.

Understandably, being without a vehicle would have been inconvenient for Mr P, but I have to keep in mind that once it had been arranged, Ageas did allow Mr P to retain a hire car for the duration of the claim. And so, whilst there was some inconvenience in respect of this at the start of the claim, Ageas did take steps to lessen the impact of being without his vehicle.

Ageas accepts it didn't progress the claim as it should have because it spent time deciding whether an electrical issue with Mr P's vehicle was a result of the vandalism. Ultimately, it was deemed to be – and so, there was an avoidable delay on Ageas' part. I don't doubt not knowing the outcome of his claim, having to chase matters up, and repeat why the electrical issue was connected to the vandalism was stressful and frustrating for Mr P. And I accept these feelings would have compounded over time.

Ageas has paid £400 compensation to recognise these difficulties. Having considered how Ageas dealt with the claim overall, I'm satisfied this amount is in line with awards this Service makes for distress and inconvenience and so, I won't be directing Ageas to increase it. I appreciate Mr P will disagree, but I'm satisfied £400 is fair and reasonable in the particular circumstances.

My final decision

My final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 23 April 2024.

Nicola Beakhust
Ombudsman