

## **The complaint**

Mrs W complains Ageas Insurance Limited (Ageas) unfairly handled her claim on her motor insurance policy.

## **What happened**

Mrs W's car was hit by a third-party motorcycle. The police attended the incident and the third-party admitted liability. Mrs W's dashcam had recorded the incident.

When she made her claim on her motor insurance policy Mrs W decided she wanted the car to be repaired at her choice of garage, and there was a wait for this to be completed. The car was drivable after the tyre that had been punctured in the incident was replaced but there was a noise to the wheel that was not there before the incident.

After Mrs W informed Ageas of this it sent an independent engineer out to look at the car. The car was visually inspected, and the engineer said the noise was wear and tear to the wheel bearing.

Mrs W was required to pay the garage her excess payment when her car was repaired, despite her saying the incident was the third-party's fault. She also had to chase up payment with Ageas on behalf of the repairing garage when payment for the repairs completed was not received.

Because Mrs W was not happy with Ageas, she brought the complaint to our service.

In the time after Mrs W brought her complaint to our service Ageas refunded her excess payment. It also agreed to pay for the issue with the wheel bearing.

Our investigator upheld the complaint. They looked into the case and said Ageas had not acted fairly or reasonably towards Mrs W. They said that it is more likely than not that Ageas didn't follow the correct processes and delayed Mrs W's claim, gave her conflicting information, and caused inconvenience by having her chase them unnecessarily. They said Ageas should pay her £150 for the distress caused.

As Ageas is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

## **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.

It should be noted that Ageas did not submit its file on this complaint. It was requested on 15 December 2023 and on 9 February 2024. And in addition it was given a further opportunity to submit it on 11 March 2024.

The incident happened in August 2023 and was reported to Ageas straight away. She was happy to wait for the repairs to be completed at the garage of her choice.

When Mrs W noticed the noise to the wheel of her car that had taken the impact in the collision she reported it to Ageas. It organised for an inspection to take place in early September 2023. This was only a visual inspection, It is not clear why a more thorough inspection did not take place. Based on the visual inspection Mrs W was told this was just wear and tear.

Mrs W paid for the wheel bearing repair herself.

I am not persuaded that the visual inspection that took place was enough to be certain that the issue reported was not incident related. I do not think it was reasonable to decline to include this damage based on such a limited inspection.

Mrs W was required to pay her excess payment at the time the repairs were completed. I can understand why she was frustrated that she had to pay this out when she was very clear the incident was not her fault, and had provided evidence to show this.

It is usual practice for a policy holder to have to pay the excess payment until fault for the incident has been agreed with the third-party insurer, and the insurer is sure it can recover its losses. But I have not seen any evidence that Ageas were clear about this process to Mrs W.

Mrs W also said there was a delay in the garage receiving payment for the repairs it had completed in October 2023. She had to contact Ageas to sort this out and she said the Ageas adviser she spoke to was unhelpful and unclear. She had to make further calls and another adviser was then able to help.

In mid-December 2023 Ageas paid back the excess payment made by Mrs W and it also reimbursed the cost of the wheel bearing to her.

This means there is no longer any financial loss to Mrs W, however Ageas still handled her complaint poorly.

Therefore, I uphold Mrs W's complaint and require Ageas to pay her £150 for the distress caused to her when it gave her conflicting information about her claim and the inconvenience of her having to chase them for payment of the damage to her wheel bearing, her excess payment and also the repair garage's payment.

### **My final decision**

For the reasons I have given I uphold this complaint.

I require Ageas Insurance Limited to pay Mrs W £150 compensation for the distress and inconvenience caused to her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 7 June 2024.

Sally-Ann Harding  
**Ombudsman**