

## **The complaint**

Ms J is unhappy with the quality of repairs that have been carried out to her car by Ageas Insurance Limited (Ageas) after she made a claim under her motor insurance policy.

## **What happened**

Ms J was unfortunately involved in a car accident in November 2023 and so submitted a claim to Ageas. Ageas arranged for Ms J's car to be repaired by one of its approved repairers.

When Ms J collected her car, she spoke with Ageas to say there was damage that she said was caused by the accident but hadn't been repaired by the repairer. Ageas reviewed this but said it didn't believe the damage was caused by the accident and so it wouldn't be arranging further repairs. Ms J didn't agree and so bought her complaint to this Service.

Since referring the complaint to this Service, Ms J said she had made Ageas aware of further damage to her car which she believed was caused by the repairer which hadn't been addressed. Ageas arranged an engineer to inspect Ms J's car to investigate this. This was taken into consideration by our investigator.

Our investigator didn't uphold Ms J's complaint. He said the evidence provided didn't support the outstanding damage was caused by the accident. He also said he thought the damage Ms J believed was caused by the repairer was present prior to the repairs being carried out.

Ms J didn't agree with this. She said the damage that hadn't been repaired was caused by the accident and she would like a different engineer to inspect her car.

Because Ms J didn't agree with our investigator, the complaint has been passed to me to decide.

## **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 want to acknowledge that I've summarised Ms J's complaint in less detail than she has presented it. I've not commented on every point she has raised. Instead I have focussed on what I consider to be the key points I need to think about. I don't mean any discourtesy about this, but it simply reflects the informal nature of this Service. I assure Ms J and Ageas that I have read and considered everything that has been provided.

Ms J said she raised a number of issues with the repair to Ageas, but I can see Ageas only considered the damage to the nearside front wing and oil leak within their final response. However our investigator raised the further issues with Ageas and Ageas haven't objected to this Service considering this as part of this complaint. My decision will therefore address the further issues Ms J has raised in relation to the damage to her car.

The terms of Ms J's policy cover her for damage to her car caused by accidental damage.

Ms J has said there is damage to the nearside front wing of her car, and an outpour of oil which was caused by the accident. Ageas arranged for an independent engineer to inspect Ms J's car and provide his comments on this damage. The engineer said in his report:

*'The nearside front headlamp, front panel, cooling radiator etc were not damaged in the incident and there is no evidence of an underside impact. For these reasons I would conclude that the collision to the front bumper was not sufficient enough to damage and push the nearside front wing rearwards. The evidence suggests that the nearside front wing has been repaired prior to the incident under review.'*

*As for the oil leak I have seen no evidence to link the leak to the frontal collision, as stated there is no evidence of an underside impact and the collision to the front did not intrude into the engine compartment. In addition the oil leak appears to have spread/contaminating several underside components suggesting it has been present for some time.'*

*To conclude I am of the opinion the damage to the nearside front wing and the oil leak are not related to the incident under review.'*

Given the opinion of the engineer I don't think it's unreasonable for Ageas to conclude that the damage to the nearside front wing, and oil leak wasn't caused by the accident and therefore a repair wouldn't be covered under the policy. I know Ms J strongly disagrees with this. However I don't think it's unreasonable for Ageas to rely on the opinion of a suitably qualified engineer when determining whether the damage was caused in the accident or not.

Ms J has said she doesn't think the engineer is impartial and would like an alternative engineer to inspect her car. The engineer Ageas arranged is suitably qualified and I've not seen any evidence to suggest it's unreasonable for Ageas to rely on his opinion. It wouldn't be reasonable to expect Ageas to arrange a further inspection of Ms J's car by another engineer.

Ms J has said she believes the repairer have painted the nearside front wing which has resulted in this panel not matching the rest of her car. In his original report dated 10 July 2024 the engineer had said the wing had been previously repaired, but he was unable to date any repairs or painting. He said that he spoke to the repairer who confirmed it didn't repair or colour blend the nearside front wing and this was supported by the repair assessment.

Following this report, Ms J provided the engineer with further photos of her car. The engineer then provided an amended report dated 6 August 2024. In this report the engineer has stated:

*'The post repair images confirm that the paint is flat/lacking in lustre and a different shade to the adjacent panels. The pre repair images do not show the same part of the wing and the panel is covered in raindrops. However I would say that the colour of the wing does not appear to differ as much in these images. I am unable to date any repairs/painting of the wing and my observations are not meant to imply that I believe the wing was painted whilst in the custody of [repairer]'*

Whilst I acknowledge the engineer has said that the colour of the wing doesn't appear to differ as much in the pre-repair images as the post repair images, I don't think the evidence is sufficient to say that this part of Ms J's car was painted by the repairer. The engineer has caveated his statement by mentioning that the images provided show a different part of the wing and that it was covered in raindrops. The engineer hasn't said that he believes the wing was painted whilst with the repairer. The engineer has also said the repairer confirmed it didn't repair or colour blend the wing, and this is supported by the repair assessment.

Having considered all of the evidence in relation to the nearside front wing, I'm not persuaded that the repairer painted this part of Ms J's car, nor am I persuaded the panel is out of line as a result of the accident or repair, and so I won't be instructing Ageas to arrange to rectify this.

Ms J has said that the repairer has caused damage to the front offside wheel and tyre and nearside doors. The engineer has said that he is unable to confirm liability for this damage and that the repairers have no documents or images to confirm that the damage was present prior to its collection of the car.

Ms J has provided photos of her tyre and wheel post repair which shows it is damaged. Ms J has also provided reports from 2022 and 2023 from another garage which don't mention this damage.

Whilst I acknowledge the damage isn't mentioned on the reports Ms J provided, the damage could have occurred after these reports were carried out but before the garage collected the car. Prior to collecting Ms J's car the repairer took photos of the car. Having reviewed these photos, I'm persuaded these show the damage to the tyre and wheel was present prior to the car being collected by the repairer and so wasn't caused by the repairer. As I don't think this damage was caused by the repairer, Ageas don't need to arrange to repair this damage.

Ms J has also provided photos of the nearside door post repair which shows scratches, including a long red scratch across the bottom of the door. Ms J has also provided a photo of her car dated 13 February 2024, prior to repairs being carried out. I can see from this photo the scratches Ms J said she believed were caused by the repairer are present. Therefore I think it's clear the damage to the nearside door wasn't caused by the repairer and so Ageas aren't required to arrange for this damage to be repaired.

I know Ms J feels strongly that she has damage to her car caused by the accident and repairer which hasn't been repaired. However for the reasons I've explained I don't think Ageas are required to repair the outstanding damage to Ms J's car.

### **My final decision**

For the reasons outlined above, I don't uphold Ms J's complaint about Ageas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms J to accept or reject my decision before 1 November 2024.

Andrew Clarke  
**Ombudsman**