

The complaint

Miss F has complained about her car insurer Ageas Insurance Limited regarding repairs it completed on her car after it was impacted, whilst stationary, by another car.

What happened

Miss F's car was damaged in December 2023. She made a claim to Ageas. Ageas said it would repair the car and it went to its repairing garage on 19 January 2024. The car was returned to Miss F on 29 January 2024. In May 2024, Miss F contacted Ageas asking what inspections and checks had been carried out when it had repaired her car. She said she needed to know as significant faults with the car had since been found and she wanted to try and understand whether or not these might be related to the incident or repair. But also why the garage might not have told her about these faults, which she'd been told (by another garage) had likely been present for a long time. She wasn't convinced Ageas had fairly found her car to be repairable.

Ageas provided a complaint response to Miss F. As she still wasn't happy she complained to the Financial Ombudsman Service.

Our Investigator didn't think Ageas had done anything wrong. She wasn't minded to uphold the complaint.

Miss F said she felt the Investigator had been biased. She asked to see the claim file Ageas had sent to us. This was provided to Miss F in August 2024, she asked for extra time to look at the contents and provide a full reply. Miss F was given until 8 October 2024 to do so. No further comment was received from Miss F.

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 appreciate that this has been a difficult time for Miss F, I also understand that she has been unwell, with the stress of this complaint having its own impact on her. I appreciate that Miss F, having received our Investigator's view and then copies of the detail we had received from Ageas, said she wanted to reply further. I note though that, despite having been given an extended period within which to do so, Miss F hasn't provided any further response. At this stage I'm satisfied though that, even without hearing further from Miss F, I must fairly move on and issue a final decision on this complaint.

We are an informal service and we cannot keep complaints on hold indefinitely. Miss F asked for extra time and was given that. She hasn't asked since for a further pause. I note she wanted to compare the information Ageas had sent her with the details it had sent us. But I can see she shared with us previously the information Ageas had sent to her. So I'm satisfied that we hold all relevant evidence on the complaint and that I have everything I need to be able to make a fair and reasonable decision in the circumstances.

I can assure Miss F and Ageas that I have read and understood everything said and provided. I've also listened to the available call recordings. However, we are an informal service and, as such, I won't refer in my decision to every comment or argument made nor every piece of evidence considered. Rather, having considered everything, I'll focus on what I consider to be the main complaint points and whether or not Ageas has likely acted fairly and reasonably.

I know Miss F thinks that, given the faults identified by her garage, that this should have affected Ageas' decision to repair her car. I know she thinks Ageas, given those faults, should have viewed her car as being in poor condition and taken that into account when valuing her car. I've seen that Ageas valued the car, as is often the case, when the claim was made. I see that value, calculated by referring to two of the commonly available motor valuation guides, took into account the above average mileage the car had travelled but 'assumed' it was otherwise in good condition (relative to its age). Ageas then used the average of the values returned from the two guides when deciding whether or not, given the estimated accident damage, Miss F's car was repairable. That is quite normal and I've seen nothing which makes me think Ageas should have done anything differently here. If, once Ageas' garage received the car, it had noted issues that might have affected the car's market value, the decision to repair could have been reviewed. But that didn't happen here.

I know Miss F has concerns about the extent of the inspection Ageas completed on her car. Ageas, and its agents, are entitled to use their expertise when considering accident repairs, to decide what level of investigation is required to determine what likely repairs are needed. I can see here that the garage did an estimate. I can see that the visible damage to the car's exterior was only light scraping. There was a need for the rear bumper to be replaced, but this wasn't significantly dented as a result of the impact. I wouldn't have expected Ageas, or its agents, given that detail, to have done anything more than it did – such as assessing the mechanical parts of the car.

I appreciate that since the car was returned to Miss F, further faults were found with the car – such as with the clutch and gearbox. I know the evidence Miss F has from her garage says the faults were there for a long time and she thinks Ageas' garage should, therefore, have noted them, even without an in-depth inspection, and at least warned her about them. I think, if there were significant faults, a prudent garage would probably have wanted to record them. And I've noted above that significant faults might have caused Ageas to review the market value returned for the car. But I'm not persuaded, from what I've seen here that there were significant faults, or signs of them, which Ageas' garage should have noted.

I bear in mind that Miss F's garage viewed the car three and a half months after the repair and after the car had done nearly five thousand more miles. I can't say, with any certainty that the faults, and signs/symptoms of them, that Miss F's garage saw in May 2024 were most likely readily obvious in January 2024. I haven't seen anything that makes me think Ageas' garage should have done more to inspect and report and/or advise on Miss F's car.

I know that, in addition to parts like the clutch, Miss F has been having trouble with a rear light and she's concerned that the rear tyre was damaged in the incident. I know she's had the tyre repaired or replaced. I'm aware that Ageas has offered, at times, to have an engineer inspect the car and consider whether the faults Miss F has raised with it are likely accident related but that Miss F hadn't agreed to that. I understand that may have been, at least in part, because Miss F accepts, to some extent, that some issues might be wear and tear related rather than to do with the accident, but she feels Ageas' garage should have noted the problems. I've answered that concern above. At the minute, I haven't seen any expert evidence that supports that accident-related issues were not or have not been resolved by Ageas' repair. I think Ageas' prior offer to have an engineer inspect the car –

even though as I've noted above, this offer didn't directly answer some of the concerns Miss F had raised – was fair and reasonable.

I know Miss F was told by Ageas' call handlers that the repair cost was over £2,000. She then had difficulty believing Ageas when it said the work done had cost less than £1,000. I can see from Ageas' submissions that the value of over £2,000 which Miss F was given, was shared with her by mistake. By that I mean that this was a value Ageas' advisors should not have given her. The outlay for repairs which Ageas had incurred – which was what Miss F had wanted to know – was just under £1,000. The £2,000 figure, as I understand it, was the sum Ageas recovered from the other driver for repairs – and this was the sum Ageas would have had to pay for repairs if it had not been able to secure discounted rates from its garage. There is case law which, in a situation like this, allows an insurer to make a recovery in this way ie based on the maximum cost which might have been incurred, even if this wasn't the repair sum actually paid. I can't explain why the courts find that to be fair – but I'm satisfied that other than causing Miss F some confusion in this case, the fact Ageas recovered more costs than it incurred has not harmed Miss F. And I don't think it shows she's been treated unfairly or that Ageas hasn't carried out repairs it knew were needed.

I'm aware that Miss F thinks Ageas has fabricated some documents after the event. I've considered everything she's said in this respect. However, I've seen nothing within the paperwork submitted by both parties that makes me think that it's most likely that Ageas did that. I understand the main document causing concern in this respect is the assessment report printed in July 2024 (when Ageas sent us its submissions). Miss F has said the garage is named on this document and it sent her its file, but not this document. I think it's fair to say that whilst the garage is named on the document, this is Ageas' document. I understand that Miss F did a data subject access request with Ageas, and she's said she wasn't sent this document – that if it had existed this would have been sent. I'm mindful that not all documents a person expects to be sent as part of a subject access request are necessarily disclosable. I'm not sure if that is the case with this report or not.

However, the fact Miss F says she did not receive this report before is not good enough grounds for me to think Ageas did something as serious as fabricating the whole report. If this situation had been different and Ageas had accused Miss F of something serious like that – I'd expect it to bring strong evidence in support of its allegations. I explain this to help Miss F understand that I'd expect no less a level of proof from Ageas in a similar situation. I'm not dismissing Miss F's concerns, rather, having reviewed matters, I've found that I'm not persuaded that the evidence supports what she feels likely occurred.

I've considered carefully what Miss F has said and what she's explained about how she feels let down by Ageas, its engineers and its garage. I understand her confusion and frustration. However, I bear in mind that under the policy Ageas had an option to repair or replace her car. Also that, having chosen to repair her car, its liability extended only to repairing the incident related damage. I've seen nothing to make me think Ageas, including its garage, knew or should reasonably have known about additional non-incident related damage which it should either have warned Miss F about or taken into consideration with a view to revising the market value of the car. I think Ageas acted in line with both the policy and reasonable expectations in handling Miss F's claim and I haven't found any grounds on which I can reasonably ask it to do anything more.

My final decision

I don't uphold this complaint. I don't make any award against Ageas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss F to accept or reject my decision before 4 December 2024.

Fiona Robinson
Ombudsman