

The complaint

Mr H complains Ageas Insurance Limited (Ageas) caused damage to his car when it attended to his roadside assistance call out.

Ageas are the underwriters of this policy i.e. the insurer. Part of this complaint concerns the actions of the intermediary. As Ageas have accepted it is accountable for the actions of the intermediary, in my decision, any reference to Ageas includes the actions of the intermediary.

There are several parties and representatives of Ageas involved throughout the complaint but for the purposes of this complaint I'm only going to refer to Ageas.

What happened

Mr H's car broke down after he mis-fuelled it. He made a claim on his roadside assistance policy that he held with Ageas.

Ageas's approved breakdown provider attended and drained the incorrect fuel from the car. When closing the bonnet of the car a bonnet warning light was found. The technician closed the bonnet again, but the warning light remained, and the technician told Mr H to contact a mechanic.

Mr H took his car to a local mechanic and a failed switch in the bonnet catch was found. He paid for this to be repaired. He then contacted Ageas to pay for the repair as he said it was caused by its technician.

Ageas declined to pay for the repair. It said there was insufficient evidence to establish liability. It said it did not believe its roadside assistance technician had damaged Mr H's car.

Because Mr H was not happy with Ageas, he brought the complaint to our service.

Our investigator upheld the complaint. They looked into the case and said whilst Admiral hadn't commented on exactly how the technician closed the bonnet, Mr H had explained it was closed with force. After looking at user manuals for the car they felt having the bonnet closed by force could damage the switches in the bonnet catch. They thought Ageas was responsible for the damage and should take steps to resolve it.

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 provisionally said

I looked at the information provided on the invoice by the garage that Mr H selected to complete the repair This said:

- *"Checked operation of both catches, made sure nothing was stuck, and they were closing fully.*
- *Traced fault to micro switch inside catch not switching when closed."*

This report also detailed some additional maintenance work on the car that was unrelated to the bonnet catch.

When looking at complaints relating to claims for damage to a vehicle, our service can't determine how the damage occurred. Instead what we look at is the information the insurance company relied on to make their decision.

Both Mr H and Ageas's technician agree the bonnet warning light was there after the fuel draining had finished.

Ageas said its technician opened and re closed the bonnet several times, but the warning light remained on. It said its technician didn't interfere with any switches that would affect the bonnet open warning light and recommended Mr H sought assistance from his local garage. Ageas believed it to be an existing problem.

Mr H said the technician closed the bonnet of his car with force and this had made the warning light appear. He said there was no fault light prior to Ageas's technician closing the bonnet.

I saw when Ageas investigated Mr H's complaint it said the bonnet on this car has gas struts which aid it being raised and lowered. And downward pressure is needed to close it effectively. It said there is no evidence to show its technician damaged the bonnet mechanism as they would not be able to slam it.

Mr H's report from his mechanic confirms gas struts hold the bonnet in place but said they wouldn't prevent the bonnet from being slammed closed. It told Mr H if the bonnet was allowed to bang down with force it would damage the sensor, which is below the bonnet.

In this case there is a difference in opinion between the experts involved, and therefore no conclusive evidence that persuades me exactly how or when this switch became to be faulty, and if this was due to how the technician closed the bonnet .

After considering all the evidence provided I am unable to say without reasonable doubt how the fault to the switch happened. Therefore I think the fair and reasonable outcome in this case is for the cost for the repair to be shared. This means for Ageas to pay 50% of the total cost of the invoice provided by Mr H. This is a total of £201.45

Responses to my provisional decision

Mr H did not make any response.

Ageas responded and said it accepted my provisional 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.

As Mr H didn't make any further comments and Ageas accepted my provisional decision , I maintain my provisional decision and I uphold Mr H's complaint.

Putting things right

I require Ageas to pay 50% of the total cost of the invoice provided by Mr H. A total of £201.45.

My final decision

For the reasons I have given uphold this complaint.

I require Ageas Insurance Limited to pay Mr H a total of £201.45.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 28 February 2025.

Sally-Ann Harding
Ombudsman