

The complaint

Mr B complains that Ageas Insurance Limited mishandled his claim on a motor insurance policy.

What happened

The subject matter of the insurance, the claim and the complaint is a car, first registered in 2012.

Mr B acquired the car in 2022.

For the year from late March 2024, Mr B had the car insured on a comprehensive policy with Ageas. Any claim for damage (other than a glass claim) was subject to an excess of £500.00.

Unfortunately, Mr B reported that on 30 June 2024, an accident with a cyclist had damaged the car.

By 9 July 2024, Ageas had said the car was a total loss and its pre-accident value had been £3,712.00. As Mr B had asked to keep the damaged car, Ageas asked for a salvage fee of £1,113.60.

Ageas made an interim payment to Mr B calculated as follows:

valuation	£3,712.00
less	
excess	£ 500.00
salvage	£1,113.60
payment	£2,098.40

Mr B complained to Ageas that it was under-valuing the car.

By a final response dated 2 September 2024, Ageas turned down the complaint. It referred to a trade guide valuation as follows:

CAP	£3,712.00
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Mr B brought his complaint to us in late October 2024. He added a complaint that Ageas hadn't paid him for his personal injuries.

Our investigator said he couldn't investigate the complaint about personal injuries.

Our investigator didn't recommend that the complaint about valuation should be upheld. He thought that Ageas was treating Mr B reasonably and fairly and in line with the terms of his policy. He said that Ageas' offer of £3,712.00 was fair.

Mr B disagreed with the investigator's opinion. He asked for an ombudsman to review the complaint. He says, in summary, that:

- Ageas valued the car in late August 2024 at £4,900.00.
- He looked at an online auction site and couldn't find a car like his for under £5,000 or £5,600.

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.

Preliminary considerations

The accident and the need to make a claim were, in my view, bound to cause Mr B some upset and inconvenience including the need to contact Ageas.

Personal injury

The Financial Ombudsman Service is bound by the Financial Conduct Authority's dispute resolution rules. One such rule is that, before we can investigate a complaint, the consumer must first have made that complaint to the regulated firm and waited for up to eight weeks for a final response.

It sometimes happens that a consumer makes a complaint to the firm and receives a final response to that complaint and then brings the complaint to us - but with an additional complaint. In such circumstances, we can investigate the initial complaint, but the rules mean that we can't investigate the additional complaint until later.

Also, the rules require us to operate a two-stage process under which an investigator gives an opinion and, if necessary, an ombudsman gives a final decision.

Mr B complained to Ageas about the valuation. There's not enough evidence that he made a claim or a complaint to Ageas about his injury. So the investigator didn't investigate that additional complaint. I consider that he was correct, and I won't make any finding on that additional complaint in this final decision.

Nevertheless, Mr B may like to check:

- whether Ageas insured him against personal injury
- whether Ageas insured him for legal fees to pursue a claim against a third party

Valuation

Ageas's policy terms required it, in the event of a total loss, to pay the vehicle's "Market value" defined as follows:

“The cost of replacing the car with another of the same make, specification, model, age, mileage and condition as the car immediately before the loss or damage happened.”

I accept Mr B’s statement that he spent money on renewing mechanical parts of the car, including its clutch. However, I haven’t seen enough evidence to show that such expenditure enhanced the value of the car, rather than maintaining it.

Mr B has shown us that a friend sharing his address insured the car for the short period of 28 to 29 August 2024. The policy schedule shows a valuation of £4,920.00.

However I find it more likely that the policyholder rather than Ageas provided that figure. In any event, the car had been recorded as a total loss. So I don’t find the figure of £4,920.00 reliable for the value in August 2024.

Mr B says that he saw online adverts for comparable cars at about £6,000.00. However, I haven’t seen enough evidence of adverts with asking prices at that level. In any event, adverts contain asking prices rather than selling prices.

I’m more persuaded by the trade guides, which are based on a much wider base of evidence. Moreover, the trade guides contain figures for exactly the right vehicle, including an adjustment for its mileage.

For a vehicle like Mr B’s our investigator found figures in the guides as follows:

Percayso	£2,942.00
CAP	£3,595.00
Auto Trader	£3,716.00

So, the investigator found the CAP figure slightly lower than Ageas did. However, we are aware that trade guides do sometimes change their valuations retrospectively.

In any event, the highest guide figure was the Auto Trader figure of £3,716.00. Compared to that, Ageas’s valuation of £3,712.00 was only £4.00 less.

Considering all the evidence, I’m satisfied that Ageas’s valuation was fair. So I don’t find it fair and reasonable to direct Ageas to increase that valuation or to do any more in response to this complaint.

My final decision

For the reasons I’ve explained, my final decision is that I don’t uphold this complaint. I don’t direct Ageas Insurance Limited to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr B to accept or reject my decision before 11 April 2025.

Christopher Gilbert
Ombudsman