

The complaint

Miss F complains about the way Ageas Insurance Limited (“Ageas”) handled her car insurance claim.

All references to Ageas in this decision include its appointed agents and representatives.

What happened

On 13 April 2024, Miss F’s car was damaged by a Lime Bike rider, who accepted full responsibility for the incident.

After reporting the incident on the same day to her insurer, Ageas, Miss F’s car was picked up over two weeks later on 30 April. Following repairs, Miss F was unhappy with the service she’d received, and complained about the following:

- The courtesy car delivered to her was too big and was unclean inside with rubbish left behind, and she was told she didn’t have a choice of a different car unless she paid extra.
- When her car was delivered on 9 May she had to refuse delivery because the windscreen glass didn’t fit the car and was too small, there was paint inside the car, the paint outside the car wasn’t smooth, there were new scratches, and the door hadn’t been reset properly with a large gap visible between the door and the wing.

Miss F’s car was taken back for further work, but on 16 May, she refused delivery again due to further issues, which included that the windscreen wiper was damaged, the scratches Miss F had noted had not been dealt with properly, the seal around the windscreen was not flush and there was a gap between the wing and the window edge of the car which had not been properly joined.

Miss F eventually accepted the redelivery of her car, but had to request it was collected again only days later because the windscreen spray didn’t work. Overall, Miss F says she had to take the car back five times. She’s said the entire experience was severely distressing and the communication from Ageas was inadequate throughout the claim.

In its response to Miss F’s complaint, Ageas said that courtesy cars weren’t provided in pristine condition as they were in constant use, but it recognised that the repairs had caused Miss F inconvenience, so it offered her £300 compensation. Miss F didn’t accept Ageas’s response, so she referred her complaint to this service. Our Investigator considered it, but

didn’t think it should be upheld, as she felt the compensation offered was fair in the circumstances.

Because Miss F didn’t agree with our Investigator’s view, the complaint was passed to me to decide. I issued my provisional decision on 2 March 2025 inviting both parties to respond. I’ve included an extract from my provisional decision below.

“The insurance industry regulator, the Financial Conduct Authority (FCA), has set out rules and guidance about how insurers should handle claims. These are contained in the ‘Insurance: Conduct of Business Sourcebook’ (ICOBS). ICOBS 8.1 says an insurer must handle claims promptly and fairly.

Both parties accept that this didn’t happen in this case. And Ageas has offered compensation to reflect the fact that its actions caused Miss F distress and inconvenience. I can see it’s apologised for this and has said it spoke to the Ombudsman before reaching a decision on the level of compensation it offered.

It said the Ombudsman advised that reasonable compensation in the circumstances would be in the region of £100-£300, but I don’t currently agree having looked carefully at all the evidence in this case. Each case is considered on its own merits and whilst advice may have been sought and given by this service, from the claim notes I can tell this advice was based on information provided by Ageas only. And my role as an independent decision-maker is to consider the information and evidence from both parties.

Having carefully considered Ageas’s submissions together with how the situation has impacted Miss F, I’m not persuaded that the £300 offered accurately reflects the level of distress and inconvenience caused to her, for the following reasons:

- From the evidence I can see that there were repeated failures when dealing with the claim, in particular in relation to the way repairs were carried out to Miss F’s vehicle. There was an initial delay in arranging the collection of the vehicle, and I’m satisfied from the photos I’ve seen that some damage was caused to Miss F’s car during the repairs. The overall workmanship was also poor. For example, there were gaps where parts of the vehicle should’ve joined, dripping paintwork, and the windscreen was either poorly fitted or was the wrong size.*
- The service provided in relation to the courtesy car could’ve been better too – I’ve seen photos Miss F has sent us which demonstrate that the replacement vehicle was unclean, and although Ageas said in its final response that it had gone through a standard wash process, it clearly had not been vacuumed inside before delivery. There were also stains on the seats which I can appreciate Ageas says couldn’t be removed, but these must not have been pleasant for Miss F to find. I don’t consider the cleanliness of the vehicle, from what I’ve seen in the photos, to be a valid reason for Miss F choosing not to drive the vehicle however, so I’ve kept that in mind when considering this complaint.*
- Miss F says she was impacted significantly when she collected her vehicle towards the end of May and had to drive to a funeral. She says it was on the journey back from the funeral when she realised the front and rear wiper fluid sprays weren’t working when she needed them. I can appreciate this caused Miss F serious concerns as she wouldn’t have been able to clear an obstruction from her windscreen during the journey. Thankfully Miss F made the journey back safely, and although I won’t be able to compensate for a hypothetical situation, I’ve kept in mind the worry and distress Miss F would’ve felt at the time as she made a long journey despite the potential hazard she had found.*
- For what I’d consider to be a relatively straightforward repair, I don’t think the necessary care was taken to provide a good level of service to Miss F and deal with her claim promptly and fairly as required by ICOBS. I can see Miss F had to send the vehicle for repair five times, which is excessive, and was without her own vehicle for over a month, which I also consider excessive for the repairs that were required, having seen photos from the accident.*

- *Both Ageas and Miss F can look on our website for details of how we make awards for distress and inconvenience. And given that Miss F was without her own vehicle for several weeks, and the courtesy car was not ideal for her in terms of its size and cleanliness, she's said she had to walk to her destinations at times despite suffering from osteoarthritis. So I can appreciate just how difficult a time it was for her. I've kept in mind that she did have a courtesy car, however, no matter how unsuitable it might have been. And that her policy doesn't guarantee her one.*
- *Overall, I've not found that there was generally poor communication between the parties. I haven't been provided with phone call recordings between Miss F and the garage, but she's mentioned one member of staff was particularly unhelpful and that she was told the Lime Bike insurer hadn't accepting liability when it had. I've no reason to doubt what she's said, so I've kept this all in mind when considering the case.*

It follows therefore, that I don't consider Ageas's offer to be in line with what I consider fair and reasonable in the circumstances of the case.

I'm currently minded to require Ageas to increase its offer of compensation by a further £300 to £600 in total for this complaint. I consider this award to reflect the fact that repeated mistakes were made which impacted Miss F over a period of many weeks. And that the significant distress, inconvenience and disruption caused to her required considerable effort to sort out and that it was highly inconvenient and disruptive for her to have to take her vehicle back and forth from the garage several times.

I appreciate Miss F is hoping for a higher award. However, I should point out at this stage that it's highly unlikely, without further compelling evidence, that the award will increase further. This is because although Miss F has said the situation had an extreme impact on her life due to the stress it caused, I have to have some regard for the amount of time the issues persisted – and I can see that things were sorted out within a matter of weeks. So I'm currently satisfied that £600 reflects the impact on Miss F of everything that happened.”

Ageas didn't respond to my provisional decision, but Miss F did. She said Ageas's reasons for leaving her with the unacceptable courtesy car were unfair and unprofessional. She added that she doesn't drive a manual car so the offer of one was unreasonable and that they had an obligation to provide a suitable car for her.

Miss F also reiterated that liability had been accepted by the third-party insurer upon inception of her claim, so Ageas's reasons for not offering a hire car were untrue. I've taken into account everything Miss F has said, in order to make my final decision in this case.

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 I said in my provisional decision, this is an informal service, so I'm not going to respond to every point Miss F has raised in response to my provisional decision. Instead, I've focused on those I consider to be key. But I would like to reassure the parties that I have reconsidered everything submitted. And having done so, I'm upholding this complaint in line with my provisional decision. I'll explain why.

I've thought about what Miss F has said in response to my provisional decision. She's mentioned our Investigator's view and has disagreed with some of the things our Investigator found acceptable. But my decision overrides the opinion of our Investigator. And whilst our

Investigator thought the £300 compensation offered was fair, I said that I thought £600 was fair in the circumstances because I consider Miss F to have been treated unfairly.

In terms of the suitability of the courtesy car, I noted in my provisional decision that Miss F's policy doesn't guarantee her a replacement vehicle, so I've had to bear this in mind. I've acknowledged that despite this, the errors made by Ageas – which are detailed in my provisional decision, and in the extract I've included above – caused Miss F considerable distress and inconvenience, for which she should be compensated appropriately.

I agree with Miss F that the evidence shows liability had been accepted before the car was taken in for repair, and so Ageas provided incorrect information in relation to this. Miss F was without a suitable vehicle for several weeks and the number of times she had to send the vehicle back for repairs, due to the errors made by Ageas, was excessive.

I'd like to clarify that all the points Miss F has mentioned were considered when I determined what a fair level of compensation would be in this case. And although I may not have commented in my provisional decision on every point raised, I think overall that Miss F has had a poor experience during the course of this claim.

So, for the reasons I explained in my provisional decision, I still consider £600 compensation to be fair and reasonable in this case, and in line with our published guidance on how we make awards for distress and inconvenience. I say this because this level of compensation reflects the amount of time Miss F was without a suitable vehicle, and the overall impact of the various errors made by Ageas and its agents during the course of this claim. I consider Miss F to have suffered inconvenience, frustration and significant disruption for several weeks due to the difficulties Ageas caused and I'm satisfied that the award adequately reflects this.

Putting things right

Ageas Insurance Limited should pay Miss F £600 in total for the distress and inconvenience caused to her in relation to the circumstances of this complaint.

My final decision

My final decision is that I uphold this complaint and I require Ageas Insurance Limited to put things right as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss F to accept or reject my decision before 16 April 2025.

Ifrah Malik
Ombudsman