

## **The complaint**

Mr F has complained about his car insurer Ageas Insurance Limited because he feels it hasn't applied a fair market valuation for his car which was stolen.

## **What happened**

Mr F made a claim to Ageas in September 2024 when his car was stolen. Ageas reviewed motor valuation guides to consider what settlement to pay to Mr F. Mr F took some advice from dealers and provided evidence to Ageas of what he thought a fair market value for his vehicle should be.

The top guide valuation Ageas found was £36,120. The top price presented by Mr F, which was an opinion from a dealer, was £47,500. Ageas and Mr F found some adverts of what they felt were similar cars for sale. One of Ageas' adverts was for a car for sale at £35,000, in one of Mr F's adverts, the car was priced at £43,500. Each party said the other's adverts were not comparable in some way. In January 2025, having reviewed everything Ageas said the market value it would apply to Mr F's vehicle was £37,495, it said it would pay that to Mr F, less the £1,000 policy excess.

Mr F was not happy with that figure. He still felt he could not replace his car – with its particular features and history, such as what he felt was a desirable colour scheme and having only had one prior owner, for the value offered by Ageas. He complained to the Financial Ombudsman Service.

In April 2025, during the course of our investigation, Ageas settled with Mr F, on an interim basis, for the sum it had previously offered, plus interest. Mr F then purchased a car he was satisfied was like the one which had been stolen. He paid £43,500 for the replacement car. Evidence of his purchase was shared with Ageas. Ageas said that didn't change its view that £37,495 was a fair market value for Mr F's car, as at the time of the loss (September 2024) and given the relevant policy definition of market value.

Our Investigator, having reviewed everything, wasn't minded to uphold the complaint. She checked four motor valuation guides and noted that Ageas had applied a market value in excess of the highest value returned by the guides. She wasn't persuaded that the adverts or dealer evidence showed Ageas had applied an unfair market value, particularly not given the policy definition. She did note Mr F's final purchase, but was mindful, as highlighted by Ageas, that came some seven months after the date of loss. Overall she was satisfied that Ageas had applied a fair market value for the car, and had handled things within a reasonable time. So she wasn't minded to make Ageas do or pay anything more.

Mr F argued that his purchase was relevant and supported the other evidence he had provided. He maintained that the market valuation Ageas had applied wasn't enough to allow him to replace his car.

The complaint was referred for an Ombudsman's 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.

Like our Investigator, I find Ageas applied a fair and reasonable market value. I've set out my reasons below.

I've considered everything Mr F has provided. From doing so I can see that he wanted to be able to replace his car with an almost exact replacement – down to things like a preferred colour scheme and the car only having one prior owner. I can see why he might think that would be fair – after all he had bought and owned his car from new. However, the policy doesn't go into such granular detail when setting out what Mr F can expect from Ageas when applying a market valuation after a total loss, such as a theft.

The policy defines market value as:

"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."

So whilst the dealers Mr F consulted were looking specifically for cars which would meet his "exacting standards" and was dealer approved, that isn't what the policy requires Ageas to base a market value on. I'm mindful also that whilst these views of the dealers do amount to expert opinions on price – they aren't supported by the dealers with examples or detail of the cars they've seen on which they've based these costs.

In comparison, Ageas initially consulted two motor valuation guides to assist in determining the market value. The guides gather data from car sales around the country. They are generally felt to be reliable indicators of value. But the values returned can vary. This Service has established an approach to ensure that values returned by the guides are utilised fairly by insurers to make sure unfair outcomes are avoided.

In saying that it's important to remember that determining market values for cars is not an exact science. After all, it is not likely that there will be a range of cars all exactly like the one subject of the claim, for sale at the time the loss occurs, on sale in all the same circumstances, such that one can safely say "yes, that is the exact price that will have to be paid to replace the lost car".

Our approach says that the starting point for the insurer is the highest value returned by the guides. Then, if the insurer wants to pay less, that should be supported in evidence. And if the policyholder thinks more should be paid, we'd expect the insurer to consider any evidence presented to support that. Here, Mr F felt strongly that the market value was more than the highest guide (£47,500 at most, against the highest guide value of £36,120). Whilst Ageas wasn't persuaded by Mr F's evidence to pay as much as Mr F wanted, it did cause it to review the available evidence about the car's value. That then prompted it to apply the market value of £37,495. That sum is above the highest guide value.

That sum of £37,495 was the price of a car for sale found by Ageas. Mr F's concern with this example seemed to be that the price was reflective of the car having a (to him) 'distastefully' coloured interior. So he didn't think it was truly comparable. As I've noted above though, the policy definition for market value does not extend to matters of taste. Market value would take into account specification – such as leather seat coverings over cloth, but I wouldn't say the fact that Mr F finds that the colours of this car are not to his liking, means it should reasonably be discounted as a generally comparable match for his stolen car.

The car Mr F has now purchased, like the example Ageas found, does seem to be a comparable match to Mr F's stolen car. The purchase price was £43,500. So, in excess of the £37,495 market value applied by Ageas. But, seven months on, it doesn't wholly surprise me that a car with still the same number of miles as Mr F's had done in September 2024, would sell for more/have a higher market value. Cars often depreciate with age, but low mileage – compared to an average – can have a positive effect on price. And a car selling 'now', having done only the same miles as Mr F's had seven months ago, which was a below average figure in the first place, would have had an even lower average mileage.

So it may well be that the below average mileage of the vehicle Mr F found and was happy to purchase, influenced the price. But, regardless, this one comparable example from Mr F does not show that Ageas' market value, based on a different example and in excess of the highest motor valuation guide, was unfair and unreasonable.

I'm satisfied that Ageas' market value of £37,495 took into account both the requirements of the policy and the approach of this Service. I'm satisfied it was fair and reasonable. I note Ageas paid this sum, less the policy excess, in April 2025, applying interest to account for the settlement not being made in January 2025. I find that fair and reasonable.

The market value settlement was, as I've said, initially offered in January 2025. That was around four months post loss. But I'm mindful that Ageas had been considering evidence presented by Mr F during that period, and completing further enquiries of its own into the car's likely market value. I'm satisfied it handled the claim in a reasonably timely manner.

### **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 Mr F to accept or reject my decision before 27 May 2025.

Fiona Robinson  
**Ombudsman**