

The complaint

Ms K complained that Ageas Insurance Limited (“Ageas”) handled her claim for a smashed rear windscreen poorly, under her motor insurance policy.

All references to Ageas include its agents.

What happened

Ms K’s car was vandalised, and the rear windscreen smashed. She contacted Ageas on 30 September 2024 to make a claim, which it accepted. However, Ms K said it failed to cover her windscreen in order to prevent further damage. This meant she had to buy a car cover. After the repair on 2 October, she said her car wouldn’t lock. This meant spending an hour with the technician before this was resolved.

A few days after the repairs Ms K explained that the brake bar light wasn’t working. It took several more days before a technician arrived. Ms K said damage was caused to her boot area and remnants of glass still remained. She wasn’t satisfied with its handling of her claim and complained to Ageas.

In its final complaint response Ageas said Ms K was asked if her vehicle was waterproofed and she replied that it was. It explained that its policy doesn’t cover waterproofing. It said any information to the contrary provided by her insurance broker was inaccurate. Ageas declined to reimburse the cost of the car cover Ms K had bought.

Ageas said its technician found the brake bar was working correctly during a second visit. It also said the rear of the vehicle was vacuumed after the glass was installed. This was shown in the video its technician recorded. Ageas concluded its response to say it didn’t uphold Ms K’s complaint.

Ms K didn’t think Ageas had treated her fairly and referred the matter to our service. Our investigator didn’t uphold her complaint. He thought Ageas had behaved reasonably when arranging the repairs. He didn’t think there was evidence of poor service or that Ageas’s agent had caused damage. In addition, he said there was no cover in place for waterproofing Ms K’s car.

Ms K didn’t accept our investigator’s findings and asked for an ombudsman to consider her complaint.

It has been passed to me to decide.

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.

Having done so I’m not upholding Ms K’s complaint. I’m sorry to disappoint her but I’ll explain why I think my decision is fair.

I'm sorry Ms K's car was vandalised. This must have been very upsetting for her. Some level of disruption is unavoidable in these circumstances. But we expect Ageas to handle all claims effectively. In doing so it should avoid causing unnecessary delays and inconvenience. I've focused on whether it did so here.

repair delay and glass debris

Ms K isn't satisfied that an appointment wasn't arranged until two days after she called Ageas. From the policy terms and conditions, I can't see that there is a specific response time Ageas is required to comply with. However, it's reasonable to expect that an appointment would be arranged promptly so Ms K could regain the use of her car. As it is the windscreen was replaced within two days of her first call. I can understand why Ms K wanted this to happen sooner. But I don't think the time taken was unreasonable.

Ms K said the technician only called her because he couldn't find her car. This is because he had the wrong location. I note her comments that she expected a call prior to this to let her know the technician was on his way. I understand that she was frustrated by this. But I can see the technician did arrive just after 1pm. Ms K had asked for the technician to attend after 12pm as she was unavailable prior to this. Overall, I don't think she was treated unreasonably here.

Ms K reported glass debris that remained in her car and on the ground after the technician had replaced the windscreen. I've looked at the videos Ageas provided that show the pre and post repair condition of Ms K's car. I can't see that there's any visible glass remaining in the car boot or on the parcel shelf after the repair. In the pre-repair video, the technician says there may be some remaining glass after the repair. But he says, "I'll do what I can".

Having considered this, I don't think Ms K was treated unfairly. She was told that some remnants of glass could remain. It's clear from the video that the technician had cleared all the visible glass debris. So, I don't think the technician acted unreasonably.

I acknowledge Ms K's comments that her car wouldn't lock after the technician finished the repair. She says she had to spend an hour outside with him before the issue was resolved.

In its submissions to our service Ageas says Ms K was at her home address so she didn't need to stand outside with the technician, whilst he removed glass from the locking mechanism.

I can see from the post repair video that Ms K's car boot wouldn't lock. Ageas advised that it wasn't responsible for fixing this problem. It said its technicians would usually tell a customer to visit a garage in these circumstances. But on this occasion it said its technician decided to help Ms K instead.

I've checked Ms K's policy terms. But I can't see that there is cover in place for this scenario. The policy is designed to replace or repair damaged windscreens. It's not clear when the glass got into the locking mechanism. But in the circumstances I think the technician acted reasonably by providing help to Ms K to resolve the problem. Ms K chose to stay with the technician. I don't think Ageas is responsible for any inconvenience she experienced as a result.

additional damage

In her initial complaint Ms K says Ageas's technician caused damage and left the boot area of her car dirty after the glass was replaced. In a later email she advised the problem was

limited to dirt describing her car boot as “*filthy*”. Ms K says it was left to her to clean.

I’ve looked at the photos provided. These show some scuff marks on the interior plastic boot trim, in addition to some dirt. In its submissions Ageas says the scuffing looks old and is likely the result of wear and tear on the car. I’ve looked at the videos the technician took to see if this shows these marks and dirt were present. However, the more recent photos are taken much closer in than the repair videos. From the information I’ve seen I can’t reasonably say that the technician caused damage or left the car dirty. The post repair video shows the car had been vacuumed. So, although I’m sorry that Ms K remains dissatisfied I don’t think she’s shown that she was treated unfairly.

waterproofing

Ms K says Ageas should’ve arranged for her car to be protected from rainwater ingress. But I can’t see that her policy provides cover for this.

I’ve listened to a call recording when Ms K reported her loss to Ageas. The call was passed through to the team that deals with glass claims. Ms K told the agent that she’d covered the broken windscreen with plastic sheeting. But she also said she didn’t think this was going to last. Ageas’s agent responded to advise Ms K to keep the area waterproofed. The agent said Ms K could use cling film, “*or anything like that*”. Ms K responded that she had tried but repeats that this wasn’t ideal and wasn’t likely to last. The agent said she will make a note.

In this call Ms K does talk about her concerns with her car being damaged further by wet weather. But Ageas’s agent doesn’t say it will arrange for the car to be waterproofed. Rather that the onus was on Ms K to do this. I note what Ms K said about a different agent telling her Ageas would reimburse her for the car cover she’d bought. But this isn’t something her policy provides for. I think it was reasonable that Ms K bought a car cover to protect the interior of her car from the rain. But I’m not persuaded that this is something Ageas should pay for.

brake light

Ms K’s rear windscreen was repaired on 2 October 2024. On 5 October she contacted Ageas again to advise the brake light bar wasn’t working. A technician then attended on 9 October. He found that the brake light was in working order.

I don’t doubt Ms K’s testimony that the brake light stopped working. But from the evidence I’ve seen this was working when inspected by Ageas. I haven’t seen information that shows that a problem continued. So, based on this I can’t reasonably say that Ageas is responsible for the brake light not working, or that Ms K has incurred a loss here.

I note Ms K’s comments that Ageas’s agent was rude when she was arranging for the brake light to be inspected. Also, that she thought this inspection could have been arranged sooner. I’ve listened to the call where this issue was discussed. I think Ageas’s agent came across as professional and polite. She did explain that because Ms K was calling on a weekend availability was limited. In these circumstances I don’t think the time she had to wait for an appointment was unreasonable. Once she’d explained the position to Ms K the agent wanted to end the call swiftly. But overall, I don’t think the call was handled poorly or that the agent was rude.

debris

Ms K maintains that a significant amount of glass debris was left by the first technician. She said this was found, “*under the cover in the boot*”. And that this is what the second

technician spent time removing.

During the post inspection video from the first visit, I can hear the technician explaining that there may be some glass remaining although he would do what he could to get it all up. From the post repair video, the car had been vacuumed and from what I can see there was no visible glass remaining. So, again, although I'm sorry Ms K remains dissatisfied with the handling of her claim. I've not seen evidence that persuades me she was treated unfairly by Ageas.

In summary I don't think Ageas treated Ms K unreasonably when it replaced her rear windscreen. So, I can't fairly ask it to do anymore.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms K to accept or reject my decision before 13 June 2025.

Mike Waldron
Ombudsman