

## **The complaint**

Ms M is unhappy with the way Ageas Insurance Limited handled a claim she made under her motor insurance policy.

## **What happened**

On 28 May 2023, Ms M was unfortunately involved in a car accident, so she called Ageas and asked them to recover her car. She's explained that an adviser told her a recovery would be arranged and she was given an alternative number to use if she was cut off. Unfortunately, she was later disconnected from the call and when she called back, she heard a recorded message which said the office was now closed. By this point, the police were concerned about the time the recovery was taking, so they arranged for Ms M's car to be transported to a local garage and drove Ms M home.

On the following day, Ms M called Ageas to ask what she would need to do to arrange a courtesy car, and she was informed they had no record of receiving her claim. However, once Ms M explained that the accident took place the previous evening, the adviser said it was possible the details hadn't been uploaded to their system yet. The adviser therefore set up the claim and explained that due to the age of the car, and the fact the airbags had been deployed, the car would be written off. However, they would arrange an inspection to confirm this.

During the same call, Ms M asked if she could be present during the inspection and she was told that she could. The adviser also explained that under the terms of the policy, a courtesy car would only be provided if her car was repairable. Ms M said this wasn't correct and the policy document she was looking at said a courtesy car would be provided. The adviser then explained she may have been sold an optional extra with the policy, but she would need to discuss that with the broker.

On 30 May 2023, Ms M discussed the claim with a different adviser. At the start of the call, she explained that she was upset about the claim and didn't want her car moved until after she had taken some advice to help her understand her options. Ms M asked the adviser to confirm she wasn't entitled to a courtesy car, and she said her understanding was correct as her car would be written off.

The adviser also explained they wouldn't normally require an engineer's report in such circumstances as it was clear based on the age of the car and the reported damage, that it wouldn't be economical to attempt a repair. However, as Ms M then said she would like to gain a better understanding of the rationale behind that decision, and felt the car could be repaired, the adviser agreed for a report to be completed. The adviser also said she would ask the engineer to arrange the inspection for a mutually convenient time.

On 2 June 2023, Ms M called Ageas and said she'd received a message that the inspection would be taking place on 5 June 2023. However, she couldn't attend on that date or get through to the company that had left the message. In response, the adviser said she would contact the company and let them know the appointment needed to be re-arranged.

On 15 June 2023, Ms M was informed during a telephone call that the inspection had taken place without her. To help try and establish what happened, the adviser read out the start of the engineer's report which said he'd left a message for Ms M stating the time and date of the appointment, and she didn't attend. Ms M said this wasn't true and she was very upset the inspection had gone ahead without her. She was also caused further upset by the adviser's response to her request for a printed copy of the engineer's report and later complained that this was a form of discrimination.

To reach a fair market value for Ms M's car, Ageas consulted two motor trade guides and offered her the average amount. However, as the car had previously been declared a category N write-off, they deducted 20% from that figure and a further £50 to reflect the fact, their engineer said the car would need a full valet and had some pre-existing damage. This meant they valued her car at £1,285.

On 15 June 2023, Ms M sent Ageas a complaint letter. In summary, she complained about:

- The support she received when she first reported the claim, and the fact her car was recovered by the police.
- The lack of courtesy car.
- The fact the inspection took place without her and the poor communication surrounding this.
- Her upset that her car had been written off as she believed it could have been repaired.
- An adviser's refusal to send her a copy of the engineer's report in the post which she said was a form of discrimination.
- The value she'd been offered for her car. She said the amount wasn't enough and any pre-existing damage would have been caused by the garage or the police. She also requested copies of the motor trade valuations Ageas had obtained and any supporting adverts.

Ageas didn't change their valuation offer in their final response. However, they did acknowledge some poor customer service and offered to reimburse any costs Ms M may have received from the police upon receipt of an invoice.

Ageas also apologised for their call waiting times and said the adviser she spoke to on 15 June 2023, could have arranged for the report to be sent to her in the post. They didn't agree they'd done anything wrong in relation to the inspection as they said a message was left for her with all the relevant details, and the engineer needed to complete his work when she didn't attend. They also explained that a courtesy car isn't provided if a car is declared a total loss.

In the first instance, Ageas sent the final response by email, but after Ms M chased a response to her complaint in January 2024, they sent her a copy in the post and apologised for not doing so in the first instance. They also said the problem happened as they had an email address stored for her on file which they had since removed. This letter included a copy of the engineer's report, but the valuations and adverts Ms M requested weren't included.

When Ms M referred her complaint to our service, Ageas increased their valuation offer to £1,460 and said they no longer intended on making any deductions for the condition of her car. They also explained that Ms M had arranged for her car to be salvaged independently, but they would disregard any salvage money they would normally be entitled to keep in such circumstances. They also highlighted the fact Ms M's car was registered in 2007 and had a very high mileage - over 253,000. This exceeded the limit allowed by one of the trade

guides, so it meant one of the valuations they initially relied upon was based on a car that travelled over 20,000 less miles than hers.

Ageas also said that when they checked online adverts, they found one car on sale for £1,450 which had 225,00 miles, and two others from the same year with less than half the mileage of Ms M's car. These cars were advertised at £1,895 and £2,250. So, they felt their offer of £1,460 was a fair amount for Ms M's car when its age, condition and significant mileage were taken into consideration.

Ms M didn't accept Ageas' increased settlement offer, so an investigator considered the complaint. The investigator concluded that the above offer was fair but said Ageas should add 8% simple interest to the settlement amount. She also felt that £150 compensation would be a reasonable amount to reflect the poor customer service she received throughout the claim.

Ageas accepted the investigator's opinion, but Ms M didn't. She said the valuation needed to be increased as she paid £10,000 to replace her car, and she didn't understand the reason she wasn't offered the highest value suggested by the motor trade guides. To support her position, she provided some adverts of her own, and an alternative valuation which suggested a fair amount was between £1,645 and £2,835. She also said it was unreasonable that Ageas had refused to provide her with copies of their valuations.

In relation to the compensation, she didn't think this went far enough to reflect the distress and inconvenience she experienced throughout the claim. She repeated each of her concerns and highlighted a new issue about the way her car had been stored. She explained that when she visited the garage to collect her personal belongings in July 2023, the car had been left open, and some of her personal items had been taken. She also clarified that while she received some upsetting letters asking her to pay charges to the police and garage, none were ultimately paid by her.

The investigator's opinion remained the same, so the complaint was passed to me to decide. Prior to reaching a provisional decision, I asked Ageas to provide their comments about Ms M's missing personal belongings as they hadn't addressed this previously. In response, they said they weren't made aware of this problem, they aren't responsible for the actions of the garage/police, and they didn't move Ms M's car upon hearing about the police recovery, as she asked them not to do so.

In March 2025, I issued a provisional decision as I didn't agree with the investigator's outcome. I have copied my findings below.

*I would firstly like to reassure Ms M and Ageas that although I have only summarised the background and arguments in the section above, I have read and considered everything provided about this complaint in its entirety. However, I haven't considered or addressed the final response Ms M received from her broker as that relates to a different complaint.*

### **Market value**

*In complaints of this nature, the starting point is the agreement between Ageas and Ms M - the policy terms and conditions. In relation to reaching a fair market value the terms say:*

*"We calculate the market value by looking at what the cost would be to replace your car with one of a similar age, type and mileage. We will also take into account the condition of your car just before the incident".*

*Assessing the value of a used car isn't an exact science. However, like most insurers our*

service often finds the motor trade guides persuasive. This is because their valuations are based on nationwide research, and they show likely selling prices at the month of loss. The guides also allow for the specifications of most cars to be taken into consideration including any extras. This is particularly helpful, as factors such as the age and mileage of a car can have a big impact on its value.

Ageas have provided copies of the valuations they obtained for Ms M's car. However, they've shown that one of their valuations, £1,796, was based on the incorrect mileage. As mileage can have a significant impact on the value of a car, I think it's right to disregard it. The second guide valued Ms M's car at £1,460 and I'm satisfied this was based on all the correct details.

I can see our investigator checked a further guide which valued Ms M's car at £1,450, and a second one which valued her car at £2,095. However, like Ageas she found that it couldn't suggest a value if she tried to select the correct mileage. I've also seen the valuation Ms M provided from a different motor trade guide, however, this was based on 170,000 miles. So, neither of these valuations accurately reflected the condition of Ms M's car.

In light of the above, I'm satisfied there are only two valuations provided by the motor trade guides which are relevant here, and they valued Ms M's car at £1,450 and £1,460. This also means the highest value suggested by the motor trade guides is £1,460. I appreciate Ms M has said the buoyancy of the second-hand car market should be taken into consideration. However, I'm satisfied the values suggested by the guides were based on the correct month of loss.

I've also checked the adverts that were provided by Ms M and the details Ageas recorded about the three adverts they found from the time. I note that only one of the advertised cars had a similar mileage to Ms M's, but even then, it had travelled just over 27,000 miles less than hers. This car was advertised for £1,450. So, it supports the two valuations provided by the motor trade guides and suggests Ms M would have been able to replace her car for a similar amount.

I also note that Ms M's car was previously declared a category N write off. This can make a car less desirable to potential buyers and impact its value, regardless of how well it is repaired. However, I would usually expect an insurer to provide evidence to support the difference in value, and Ageas haven't done so here. So, I think it's right they haven't made a deduction for it as part of their revised offer. I also note that Ageas have removed the £50 deduction for the valet and pre-existing damage. So, I haven't needed to consider if either of those two factors should reasonably be taken into consideration. Ageas have also agreed to add 8% simple interest to the settlement figure following the investigator's opinion, so I see no grounds for directing Ageas to change their offer.

That said, I do think Ageas could have done more to help Ms M understand the way they reached their initial offer. As on two occasions, she asked Ageas to provide copies of the valuations they relied upon, and as far as I'm aware, they weren't sent to her. They also said her car needed a full valet but didn't explain why this was relevant. This meant, Ms M was left confused as to why this was needed when her car was due to be salvaged.

### **Recovery and initial customer service**

Ms M has explained that her claim was made more difficult than it needed to be due to the customer service she received. In the first instance, she needed to arrange for her car to be recovered by the police despite asking Ageas for help. She was also caused further upset

*the following day, as an adviser said they had no record of her logging a claim despite sharing all the details the following evening.*

*Ageas haven't been able to trace the calls Ms M made on the night of the accident, other than identifying that she initially called the broker and was transferred to Ageas. This means, I'm unable to listen to the calls or determine for certain what went wrong. However, Ms M has given detailed testimony about what happened, and I've no reason to question her version of events or the trouble this issue caused her.*

*I also appreciate the upset Ms M experienced the following day, as an adviser started the call by saying they had no record of receiving her claim. When Ms M said this was incorrect, they explained it was possible the details hadn't been added to their system yet due to the accident taking place out of hours. They also agreed to set up the claim during the call to avoid any further delay and help Ms M with her questions. However, this meant she had to repeat the details again, and from listening to the call, it's clear repeating this process, and being initially told there was no record of the claim caused her additional upset and frustration. So, I can understand why Ms M was disappointed by the service she received during the initial stages of the claim.*

### **Courtesy Car**

*Ms M has questioned Ageas' decision not to provide her with a courtesy car following the accident, so I've checked the policy terms and note that they say:*

*"If your car is being repaired by one of our approved garages in the UK, Channel Islands or Isle of Man, and you have comprehensive cover, then we'll offer you a small courtesy car for as long as your car is being repaired. But we don't offer this if it has been stolen and unrecovered, or if we have decided not to repair your car, or if you have taken it to a garage of your choice. If you have an electric car we may not be able to get you an electric courtesy car."*

*Ageas decided not to attempt repairs to Ms M's car and informed her of this decision straight away. So, I'm satisfied the above term was applied fairly, and they didn't do anything wrong by declining to provide a courtesy car.*

*I'm also satisfied Ageas gave Ms M correct information about the cover provided under her policy for a courtesy car. As on the day following the accident, an adviser explained a courtesy car isn't provided if the insured vehicle is written off. Ms M disagreed with this and said she could see from looking at her policy documents that a courtesy car was included. To try and help Ms M, the adviser then said she may have been sold an optional extra by the broker. However, she couldn't help with that, and she would need to contact the broker to discuss it.*

*I appreciate Ms M now feels the adviser wasted her time by suggesting she contact her broker and made her think she would receive a courtesy car. However, as the adviser was clear about the cover provided under the motor insurance policy and said she didn't know if she'd taken out any optional extras, I respectfully disagree and think she was trying to help. I also note that on the following day, a different adviser confirmed to Ms M that she wasn't entitled to a courtesy car under the terms of the policy. So, this means, I'm satisfied any confusion Ms M may have experienced about this issue wouldn't have been long lasting.*

### **Inspection**

*From the start of the claim, Ms M made it clear she wanted to attend the inspection and due to her circumstances, it was important this took place at a mutually convenient time. I can*

see that Ageas tried to arrange this for her, but it appears there was an unfortunate communication breakdown. Ageas explained in the final response, that Ms M was left a voice message confirming the time and date of the inspection. However, it's clear from the contact notes, that Ms M called Ageas following receipt of this message, and the adviser said they would ask the engineer to re-arrange. So, I can appreciate the upset and confusion Ms M experienced when she called Ageas for an update on 15 June 2023, and was informed the inspection had taken place without her. To make things worse, Ms M wasn't sent a printed copy of the engineer's report until several months later.

Despite the above, I see no grounds for concluding Ageas acted unreasonably by relying on the findings of the engineer and concluding the car needed to be written off. I appreciate Ms M feels the car could have been repaired, but it's clear from the report this wasn't a viable option due to the high cost of repairs, approximately £9,600, and the low pre-incident value. The engineer also concluded the car was a category B write off, which meant it could only be broken down for spare parts and couldn't be returned to the road. All of these conclusions were based on the engineer's inspection of the car, and his professional training and experience. This means, while I appreciate Ms M's upset that she lost out on the opportunity to hear the engineer explain his findings in person, I'm satisfied the outcome of the inspection would have been the same, and her car would still have been written off.

I'm also satisfied the delay in receiving the engineer's findings in writing, while upsetting and frustrating, didn't negatively impact Ms M in terms of considering her options. I say this as once her car was declared a category B write off, unless she was able to successfully contest the categorisation, the option to get her car repaired independently no longer applied. She did, however, have the option of disposing of the salvage herself, and as mentioned above, Ageas agreed to this taking place. They also allowed her to keep the salvage value as a gesture of goodwill, which the engineer estimated to be around £58.

I also note that Ageas' advisers tried to manage Ms M's expectations about this issue from the earliest opportunity, as they informed her during the initial claim calls that they wouldn't be able to repair her car. Overall, I think Ageas let Ms M down in terms of the communication surrounding the inspection and they could have done more to help her attend. However, I'm also satisfied they acted reasonably by relying on the engineer's report and concluding her car couldn't be repaired.

### **Personal Items**

Ms M has explained that in July 2023, she attended the garage where her car was stored to collect her personal items. Upon arriving at the garage, she noticed that her car wasn't stored safely, and the spare wheel along with some other items had been taken. Ms M complained to the police and the garage about this issue at the time, but they didn't resolve the problem, and she now feels Ageas should accept some responsibility for the upset this caused her.

I've given this issue careful consideration and have no reason to doubt Ms M's version of events. I appreciate the items may not have gone missing if Ageas had collected her car and stored it securely on the night of the accident. However, it's unclear when the items were removed, and it may not have been the same night. I also note that on the days following the accident, Ageas offered to move Ms M's car to a different location, and she asked them not to do so. I appreciate, she had no reason to think her car wasn't stored safely at the time, and wanted it stored at a close location. However, as she declined Ageas' offer to move her car, and didn't inform them of the problem when it occurred, I don't think their refusal to now help with this issue is unreasonable.

In any event, I note that many of the items that were taken, such as the spare wheel and

jack, are likely to have come with the car. This means, they formed part of the car's overall value, and can't reasonably be classified as personal items. Ms M has said the missing spare wheel caused her a financial loss as her new car doesn't have one. However, Ageas were only required to take her old car into consideration, and as detailed above, they've now offered her a fair settlement for it. So, while I appreciate the shock and upset Ms M experienced when she visited the garage and noticed the missing items, I think it's unlikely, this issue caused her a significant financial detriment.

## **Discrimination**

It's not our role to say whether a business has acted unlawfully or not – that's a matter for the Courts. Our role is to decide what's fair and reasonable in all the circumstances. In order to decide that, however, we have to take a number of things into account including relevant law and what we consider to have been good industry practice at the time. So, although it's for the Courts to say whether or not Ageas have breached the Equality Act 2010, we're required to take the Equality Act 2010 into account, if it's relevant, amongst other things when deciding what is fair and reasonable in the circumstances of the complaint.

Ageas have acknowledged their long call waiting times and apologised for sending Ms M emails, despite her request for postal correspondence. Ms M has explained to our service, that her daughter can sometimes help her access information online, but postal correspondence enables her to handle her affairs independently. Due to her health concerns, it's also difficult for her to stay on the phone, so the long call waiting times meant she needed to abandon some of her attempts to speak to Ageas, and the claim was more challenging as a result.

Ageas have referred me to their Ageas Care Programme, this says they are committed to:

- "Understanding the needs of all customers, including those living with characteristics of vulnerability that may expose them to greater risk of harm and, therefore, require more support.
- Ensuring our products and services recognise and respond to vulnerable customers' needs, protect them from foreseeable harm, and that their experience is as fair as other customers.
- Designing our products and services to work on the assumption that all customers could potentially be vulnerable at any stage of their journey with us.
- Recognising the need for bespoke support in exceptional situations such as safeguarding and threat to life".

From reviewing the file, I can see Ms M provided her email address to Ageas on 29 May 2023, following a request for it during a claims call. However, later the same day, she emailed Ageas and asked for postal correspondence. Following receipt of this email, Ageas didn't remove her email address from their file. I also note that she first made Ageas aware she was disabled in her complaint letter dated 15 June 2023. As such, Ageas didn't know about Ms M's disability prior to the claim.

Ms M has said Ageas' adviser refused to arrange for a copy of the engineer's report to be sent to her in the post, so I've listened to the recording of this conversation. I note that during the call, the adviser said he would send the report to her by email and checked the address they held for her was correct. Ms M said it was, but she also asked for a copy to be sent to her in the post. The adviser then said this wouldn't be possible as he works from home.

As Ms M was upset by this response, she then asked how Ageas comply with discrimination laws for customers who can't use electronic media and suggested that they don't. The adviser didn't respond to this question and instead said:

*“To be honest with you, it’s very rare we send engineer’s reports out. I’m doing it on this occasion, but we wouldn’t normally do it – it’s not standard practice. The report is for our purposes it’s not for yours, we wouldn’t send it out normally. I am doing so on this occasion, but we wouldn’t normally”.*

*Ms M then explained that his response was very authoritative and upsetting as he was implying it wasn’t reasonable for her to request the report. The adviser said this wasn’t the case, and he would send her the report, but most customers don’t ask to see it.*

*Ms M then requested again for a printed copy of the report to be sent to her and said he should be able to arrange for head office to do this. The adviser then said, he honestly didn’t know if that could be done, he would put the request in, but he couldn’t guarantee it. He also said he would send her the report by email and hopefully the hard copy would follow.*

*Having listened carefully to this call, I can understand why Ms M was upset by the customer service she received. The adviser did eventually agree to try and send her a printed copy of the report, so I don’t agree that he refused to do so. However, this request and conversation was more challenging than it reasonably should have been. It’s also understandable, that Ms M left this call feeling that her communication need hadn’t been taken seriously, and doubting whether the report would be provided. Ms M’s fears were unfortunately then realised, as she didn’t receive a printed copy of the report until she chased the issue the following year. Ageas have explained it’s their policy for home workers to arrange for postal correspondence to be dispatched via their head office, so it’s concerning the adviser here didn’t appear to be aware of this policy or follow it.*

*Ms M didn’t disclose her disability during the above call, but she did ask about Ageas’ compliance with discrimination laws and highlighted the importance of her communication request. Under the circumstances, I think it would have been helpful if the adviser had checked her file to see if she had disclosed a disability previously, reviewed her communication preferences, and asked her some questions to see if there was anything more Ageas could do to assist her. If he wasn’t sure of Ageas’ policy for providing printed correspondence, or how they comply with discrimination laws, it would have been reasonable for him to say he would find out and later clarify this information for her. In which case, she would have left the call feeling listened to and better informed. It’s also possible she may have felt comfortable disclosing her disability, if he’d asked her questions to better understand how he could help. In acting this way, I think the adviser would have complied with Ageas’ care programme detailed above.*

*I also think there was a missed opportunity for Ageas to put things right when they investigated Ms M’s complaint and drafted the final response. I say this as the complaint handler said it would have been possible for Ms M to have been sent a printed copy of the report. However, they didn’t put this right by sending her a copy and the final response was sent to her electronically. Ageas have since apologised for this, but I would reasonably have expected them to have taken more care, especially given one of Ms M’s complaint points was about an adviser’s refusal to send her a document in the post.*

*Ageas have accepted they provided Ms M with poor customer service, but Ms M doesn’t see it that way. She believes what Ageas did goes beyond poor customer service. She feels discriminated against. I can understand why Ms M feels this way, and I do think Ageas haven’t quite grasped how their actions have made her feel. So, I have taken this into consideration in relation to the compensation award I’ve detailed below. However, if Ms M wants a decision that says Ageas have breached the Equality Act 2010, she’d need to go to court for this.*



## **Compensation**

*Having carefully considered everything that happened throughout the claim, and complaint process, I don't think the £150 compensation the investigator suggested goes far enough to adequately address the impact of Ageas' poor customer service. As detailed above, there were several occasions where Ageas let Ms M down, and she was left feeling upset, frustrated, and ill-informed as a result. The claim and complaint were also more difficult for Ms M than they reasonably should have been. So, to reflect the impact of all of these issues, I think Ageas should pay her £400 compensation.*

## **Responses to my provisional decision**

Ageas accepted my provisional decision and didn't wish to add any additional comments.

Ms M responded and asked that I reconsider a few of her complaint points. I have therefore summarised her comments and arguments as follows:

- The final response she received from her broker explained that they would ask Ageas to contact her directly to address an additional problem. However, she hasn't heard back from Ageas and this issue needs to be considered.
- She didn't receive any salvage money for her car, and she would like to know who did as it's unclear what happened and where this money went. She also thinks it was inappropriate for Ageas to say her car would be a total loss before the engineer's report was completed.
- It's unfair to disregard the motor trade guide valuations that were based on the incorrect mileage. She lives in a remote location, so she feels this should be given more consideration than nationwide research. Alternatively, her travel costs to purchase a new car should be taken into account. She also finds all the different valuations provided in connection to this complaint confusing.
- Customers don't have access to the same motor trade guides as insurers, and it's not realistic to expect them to provide car adverts that are an exact match to an insured car. The adverts she provided were all for similar cars, so they should be given more consideration despite the mileage difference. The good condition of her car is also clear justification for a higher valuation.
- She would like to know if Ageas have agreed to waive the policy excess as this wasn't mentioned by the investigator when she passed on Ageas' increased valuation offer in June 2024.
- Ageas should take responsibility for her missing personal items as the problem could have been avoided if they recovered her car in the first place. She accepts the fact she didn't give her consent for her car to be moved, but she had good reasons for this, and feels Ageas should have done more to help her.
- She appreciates the additional compensation and the acknowledgement of the poor customer service she received. However, she would be grateful if the amount could be further increased to between £600 - £800.

## **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.

I'm sorry to disappoint Ms M, but after carefully considering her additional comments, my findings remain the same. I'll now explain why.

I'm sorry to hear Ms M has experienced additional problems in connection to her policy. However, any additional concerns will need to be addressed separately, as they don't form part of this specific complaint and I'm unable to add new issues. In reaching this decision, I have considered all the customer service and complaint handling issues that were raised in connection to the claim.

I thank Ms M for letting me know she didn't receive any salvage money for her car as Ageas informed our service. It's unclear what happened in relation to this issue, but I'm satisfied it doesn't significantly impact Ms M's position or the outcome of this complaint. Ageas are entitled to the car's salvage value in exchange for settling the claim, so it is now their choice whether they would like to make further enquiries to try and establish what happened. Ms M hasn't experienced a financial loss as a result of this issue, but I do appreciate the upset this misunderstanding has caused her.

I'm aware Ms M feels very strongly that her car's valuation should be increased, but I see no grounds for directing Ageas to change it. Her car's condition has been taken into consideration and I don't agree the fact the motor trade guides rely on nationwide data makes them any less reliable. It just means they have a wide pool of data to draw from when calculating their valuations. I appreciate Ms M's frustration that she doesn't have access to the same resources as Ageas and I acknowledge her confusion. However, it's for an insurer to show they have offered a fair amount, and I'm satisfied Ageas have done so here based on their revised offer.

Ms M hasn't been disadvantaged by the fact only two of the motor trade guides could provide a valuation that was based on the correct mileage. They both suggested similar values and are supported by the advert Ageas found for a similar car, so I find them persuasive. I empathise with Ms M about the difficulties she experienced trying to find adverts for similar cars to hers, but each of her adverts were for cars with significantly less mileage. I still think this is a key consideration, so her adverts don't convince me Ageas' offer is unfair.

I'm sorry our investigator didn't remind Ms M of the policy excess when she shared Ageas' increased valuation offer. As far as I'm aware, Ageas haven't waived this contractual right, and I see no grounds for directing them to do so. I've also considered Ms M's comments about her missing personal items, Ageas' decision to write off her car straight away, and the failed recovery, but there is nothing more I can meaningfully add in relation to any of these issues.

I've lastly reconsidered the compensation award based on Ms M's additional comments. It isn't my intention to understate the impact of Ageas' failings and I know she's found this matter very challenging and upsetting. However, I remain satisfied that £400 compensation is a fair and reasonable amount.

### **Putting things right**

I direct Ageas Insurance Limited to:

- Settle Ms M's claim on the basis her car's pre-loss market value is £1,460 minus any applicable policy excess.

- Add 8% simple interest per annum to the above settlement amount, or the difference between any interim payment and the figure I've proposed, starting one month after the date of the claim to the date of settlement.
- Pay Ms M £400 compensation to reflect the distress and inconvenience caused.

If Ageas Insurance Limited considers they are required by HM Revenue & Customs to deduct income tax from the above interest, they should tell Ms M how much they have taken off. They should also give Ms M a tax deduction certificate if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.

### **My final decision**

My final decision is I uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 24 May 2025.

Claire Greene  
**Ombudsman**