

The complaint

Mr M complains about the level of service provided by Ageas Insurance Limited following a claim made on his roadside assistance insurance policy.

What happened

Mr M's car broke down whilst he was driving abroad and his garage advised him not to start the engine. Mr M contacted the breakdown service, and his car was recovered. But Mr M said there were delays in confirming his cover, arranging his onward travel, repatriating his car and hire car provision.

Mr M was also unhappy with Ageas' level of customer service and with damage caused to his car after recovery. He wants Ageas to pay him about £3,000 for the cosmetic repairs needed and £132 for alloy wheel refurbishment. Ageas denied responsibility for the damage.

Our Investigator recommended that the complaint should be upheld in part. He didn't see evidence that the car had been driven whilst in Ageas' care, as alleged by Mr M. He thought the cosmetic damage had been noted on the recovery document and in photographs taken before the recovery. So he didn't think Ageas was responsible for this. But he thought the scuffed alloy hadn't been noted before recovery and Ageas was responsible for this repair. And it should reimburse Mr M this cost with interest if he had already paid it.

He thought Ageas hadn't initially been able to confirm Mr M's cover and this caused him frustration. But this was quickly rectified. He thought Mr M and his passengers had to wait for several hours on the roadside before being collected by taxi. And then there were problems with the hire car provision.

But he thought Ageas had alerted Mr M that he could arrange these himself and he would be reimbursed. So he didn't hold Ageas at fault. He thought Ageas had reimbursed Mr M's expenses up to the policy's limits and exceptions. And he thought Ageas hadn't unreasonably delayed the repatriation of the car and so it wasn't responsible for costs Mr M later incurred.

Ageas agreed to pay for the alloy repair. But Mr M replied that the car had been driven 27 miles when it shouldn't have been. He thought Ageas' agents had further damaged his car during the recovery. Mr M asked for his complaint to be reviewed by an Ombudsman. So it's come to me for a final 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.

I can see that Mr M was disappointed by his recovery experience after his car broke down. It was a poor way to end his holiday, and he experienced inconvenience, and he incurred costs. But I understand that Mr M's main concern was that his car had been further damaged by Ageas' agents during its recovery and repatriation.

So I have focussed here on that issue, but I have reviewed his other concerns, and I will comment on those first. Our approach in cases like this is to consider whether the insurer's acted in line with the terms and conditions of the policy and fairly and reasonably.

Ageas couldn't locate Mr M's policy details immediately when he first contacted it. But it made arrangements for cover and then Mr M sent through his policy details and his cover was confirmed. So, although I can understand that Mr M felt frustrated, I can't say that this caused him undue inconvenience.

Mr M explained that after his car was recovered, he and his party had to wait on the roadside for a taxi for several hours and then the hire car provided wasn't suitable for him. But I can see that Ageas gave Mr M the option of arranging his own taxi and hire car and this would have expedited matters. So I think Ageas gave Mr M a reasonable option to avoid these problems and so I can't hold it at fault.

Mr M sent a list of his claim expenses to Ageas for reimbursement. But it only covered about £500 of these, rejecting a further £600. But I can see that Ageas reimbursed all Mr M's expenses except for food and fuel costs. These are excluded from cover by the policy's terms and conditions, and so I can't say that this was unfair or unreasonable.

Mr M thought Ageas had delayed repatriating his car and he had incurred unnecessary costs because of this. But I've looked at the timeline and I can see that it took about 10 days, which I think is reasonable for a repatriation. So I can't say that Ageas caused any avoidable delays or should compensate Mr M for his further costs.

Mr M said that when he saw the car after its repatriation he noted cosmetic damage and a scuffed alloy that hadn't been evident beforehand. Ageas said it wasn't responsible for this damage, though it's now agreed to pay for the repairs to the alloy.

We're not engineers. We don't assess whether or how damage to a vehicle would be caused as this is a matter for the experts in these situations, the insurance companies and engineers. Our role in these complaints is to determine whether an insurance company has considered all the available evidence and whether it can justify its decision to not pay for additional repairs.

Mr M said the car had been driven when he had instructed all those involved that it wasn't to be started. Mr M provided photographs he took at the garage on its return there and I can see the mileage is the same as that noted on the recovery inspection sheet. So I haven't seen evidence to show that there was an increase in the car's mileage between its recovery and its arrival at Mr M's garage. And so I think Ageas justified its decision that its agents hadn't driven the car.

I can see that there were various stages in the recovery and repatriation. Firstly the car was recovered to a garage abroad. Then the car was collected by the repatriation agent and taken to its UK base. It was then redelivered to Mr M's garage.

Photographs were taken by the recovery and repatriation agents before they moved the car. These showed scratches on the offside of the front bumper. The inspection sheet signed by Mr M when the car was first recovered notes scratches on the front bumper and on the car's offside. So I think it was reasonable for Ageas to decide that this was pre-existing damage.

Mr M provided photographs taken of the car at his garage. These are dated two weeks after it was delivered to the garage. These show further scratches to the paintwork. But these weren't noted on the inspection sheet and weren't present in the photographs taken after repatriation. So I can't say when these occurred. And I can't reasonably hold Ageas responsible for them.

The inspection sheet didn't note scuffs to one alloy and photographs taken aren't clear. But these scuffs were later present in photographs taken after repatriation. So I don't think Ageas justified its decision that it wasn't responsible for this damage, and I think it should pay for it to be repaired. I can't see whether or not Mr M has already paid for this repair. But if he has, then I think Ageas should reasonably add interest to this amount.

Putting things right

I require Ageas Insurance Limited to pay Mr M £132 for the cost of repairs to his alloy wheel. If he provides evidence that he has already paid for this repair, it should add interest to this amount at the rate of 8% simple per annum from the date of payment to the date of settlement.

If Ageas considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr M how much it's taken off. It should also give Mr M a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

My final decision

For the reasons given above, my final decision is that I uphold this complaint in part. I require Ageas Insurance Limited to carry out the redress set out above, as it's already agreed to do.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 6 August 2025.

Phillip Berechree
Ombudsman