

## **The complaint**

Mr G has complained about the level of service that Ageas Insurance Limited (“Ageas”) provided when he made a claim following a car accident.

## **What happened**

In September 2023, Mr G’s car was involved in an accident when it was parked and a lorry drove into it. He made a claim to his insurer, Ageas, to deal with the accident-related damage and Ageas accepted the claim.

Whilst the claim was being dealt with, Mr G became unhappy with the level of service Ageas was providing, so he made a complaint. He said Ageas ignored his communications, lied to him, and didn’t fix his car despite him taking it back to the garage four times. He said the window wouldn’t close, and there was something wrong with the electricity in the car, the ADAS and lane assist system, the car’s warning lights, sensors, and rear lights – as well as numerous other problems that he said had occurred due to the impact.

He said that Ageas’s failures caused him financial losses as he had to miss valuable hours at work, and that his insurance premiums also increased even though the accident wasn’t his fault. He said the car had lost its value and he’d been left with a broken vehicle. This had all caused him distress and had affected his mental health. Mr G pointed out that he was partially disabled following back surgery, and needed his vehicle because he was in constant pain and couldn’t walk long distances.

In its response to Mr G’s complaint, Ageas said that the car had been returned to it regarding ADAS system concerns, and a speed sensor had been replaced as a gesture of goodwill. It said it had also replaced some wiring due to damage which it said was unrelated to the accident. And that it had offered to deal with the rear light as a gesture of goodwill, as this was also, according to its engineer’s reports, damage which was unrelated to the claim.

Mr G didn’t accept Ageas’s response, so he referred his complaint to this service. Our Investigator considered all the evidence, but didn’t uphold the complaint on the basis that there was insufficient evidence that Ageas hadn’t fairly dealt with the accident-related damage. Mr G didn’t agree with our Investigator’s opinion – raising the same points as before. So the complaint has now come 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.

As this is an informal service, I’m not going to respond here to every point raised or comment on every piece of evidence Mr G and Ageas have provided. Instead, I’ve focused on those I consider to be key or central to the issue. But I would like to reassure both parties that I have considered everything submitted. And having done so, I’m not upholding this complaint. I’ll explain why.

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; provide reasonable guidance to help a policyholder make a claim and give appropriate information on its progress; and not unreasonably reject a claim. It should also settle claims promptly once settlement terms are agreed. I've kept this in mind while considering this complaint together with what I consider to be fair and reasonable in all the circumstances.

Mr G's complaint is essentially that Ageas has not met its obligations under ICOBS in terms of fairly settling his complaint. He's said his car remains damaged after a considerable amount of time and following several visits to the garage. He's said the damage that remains outstanding is all accident-related as it wasn't apparent before the incident occurred.

To decide whether Ageas has handled the claim fairly, I've looked carefully at the reports provided by Ageas as well as the information and evidence from Mr G. This includes a report from October 2023 following the accident which details the extent of the damage, together with images of the damage and subsequent reports and images following repairs.

I can see that the damage claimed for initially is different to the damage shown in the later photos following the repairs, particularly considering the side of the vehicle which was impacted by the lorry. So I'm not satisfied that all the damage to the vehicle which Mr G is now claiming for was caused by the accident in September 2023. Ageas has also demonstrated that the installation of a windscreen caused some of the issues to the ADAS and lane assist system, as the windscreen wasn't a genuine part. I'm also satisfied, from what I've seen, that the issue with the warning lights was caused by a sensor failure and that sensor was replaced as a goodwill gesture. I'm afraid I haven't seen any compelling evidence to support Mr G's claim that Ageas didn't carry out the accident-related work.

Mr G has complained about related issues such as the financial losses he's incurred in being without a vehicle and the insurance premium increases, but as I consider Ageas to have dealt with his claim fairly by putting right the accident-related damage, I don't find it liable for Mr G's losses. I think Ageas has also gone further than we'd expect by covering unrelated damage as a gesture of goodwill, such as the faulty speed sensor and the wiring. And the injury claim Mr G refers to will need to be referred to his insurer in the first instance – or Mr G can obtain independent legal advice about his options.

I appreciate Mr G feels strongly about this matter and needs his car due to his disability. I have a great deal of empathy for Mr G as I can understand how difficult the situation must be for him. If Mr G is able to obtain any independent expert evidence which would explain why he feels the outstanding damage was caused by the accident, then he should send any such evidence to Ageas to consider. If Ageas still doesn't alter its position in light of any new evidence from Mr G, then Mr G will be free to refer a new complaint to Ageas – and ultimately to this service, subject to the usual rules and time limits that apply.

But I'm afraid that in the absence of such evidence, the information I've seen suggests that Ageas has carried out the required repairs, and so – whilst I'm sorry to disappoint Mr G – I won't require it to do anything further in relation to this complaint.

### **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 Mr G to accept or reject my decision before 12 August 2025.

Ifrah Malik  
**Ombudsman**