

### **The complaint**

Mrs D and Mr D complain that Ageas Insurance Limited (Ageas) caused damage to their vehicle following a claim under their roadside assistance insurance policy.

For ease, any reference to Ageas includes actions taken by its agents on its behalf.

### **What happened**

The circumstances of this case are well known to both parties, but in summary, Mrs D and Mr D broke down in February 2025 and so requested assistance under their roadside assistance policy, underwritten by Ageas.

Ageas attended the vehicle, and established it had a battery fault, which was most likely due to the alternator. It was unable to repair the vehicle at the roadside and so arranged for the vehicle to be transported to a suitable garage. Upon receipt of the vehicle, the garage ordered the necessary parts for the vehicle and repaired it some days after it was received.

Once repaired, the garage identified there was also a fault with the vehicle's suspension. Upon further investigation, it found that a sensor bracket had been bent, and it said the likely cause of this was due to the way the vehicle was strapped during recovery. So Mrs D and Mr D complained to Ageas as they'd incurred a loss due to its actions.

Ageas didn't uphold the complaint. In summary it said it didn't find anything to suggest it had acted incorrectly when recovering the vehicle and so didn't think it was responsible for the additional damage. Unhappy with this, Mrs D and Mr D referred their complaint to this Service.

Our Investigator upheld the complaint as they said that based on the evidence supplied, they were not persuaded Ageas had shown it didn't cause the damage. They recommended Ageas pay £404 for the cost of the damage to be repaired and £100 for the distress and inconvenience caused by not having access to their vehicle.

Mrs D and Mr D agreed with our Investigator, however, Ageas didn't and asked for an Ombudsman to reconsider the complaint. In summary, it said no evidence had been supplied to support the garage's view that the damage occurred during recovery, and that there was opportunity for the damage to have occurred while the vehicle was in the garage's possession.

So, the case 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.

I recognise my summary of Mrs D and Mr D's complaint may be more brief than presented, but I'd like to assure both parties that I have reviewed and considered all submissions in full. My decision won't comment on each point raised or piece of evidence provided, but will

instead comment on the issues I consider to be key to the case. This isn't intended as a courtesy but reflects the informal nature of this Service – and the rules this Service must adhere to enable me to do this.

Having reviewed all the available evidence, I uphold this complaint. I'll explain why.

Relevant regulatory rules say firms must handle claims promptly and fairly. The claimed for event – the recovery of the vehicle following a breakdown – was completed and isn't in dispute. So, there is no need for me to comment on this further. But, if an insurer causes unnecessary consequential loss through its actions, it's reasonable for the insurer to put this right.

There is no evidence that clearly shows who the party responsible for the damage is. So, where there is an absence of evidence, I must consider what is most likely on the balance of probability to have happened. And I find it more likely than not that the damage was caused during recovery.

I say this as I've carefully considered the documentation from the time of recovery. And having done so, the vehicle was recorded as having a battery fault at the time and there is no mention of any other identified faults with the vehicle. So, on balance, I don't find that there is anything to support the damage to the suspension was present at the time or occurred prior to recovery.

Mrs D and Mr D have provided evidence from the garage, who is a specialist with this make and model of vehicle, which confirmed in its view, the damage was caused "*because of a tow strap that was pushed around the driver's side front*" and that it has seen this happen "*multiple times*". It also confirmed that it doesn't lift the vehicle in the same way due to this. Given its expertise with this specific type of vehicle, I find this to be both plausible and persuasive.

When informed of the additional damage, Ageas referred to the recovery agent who confirmed that they were aware of the sensors locations and asserts steps were taken to mitigate any damage – however no further explanation or evidence was provided to demonstrate what steps were taken.

I'm also mindful that the original cause of breakdown was due to the alternator and/or a battery fault – so it's unlikely the vehicle was driven while in the garage's possession until after the alternator was repaired. It was at this point it was identified there was a fault with the suspension. I accept the damage could've occurred when the garage moved the vehicle to be repaired – but I find this unlikely given its specialist expertise with the make and model of the vehicle.

I'm therefore more persuaded that the damage occurred during recovery. And so Mrs D and Mr D have most likely incurred a consequential loss due to Ageas' handling of the vehicle. So I find it to be fair and reasonable that Ageas now cover the cost of repair – based on the individual circumstances of this case.

Mrs D and Mr D have explained that due to the additional damage, they were without their vehicle when they needed to ensure they could travel at short notice due to the impending arrival of their first child. I therefore agree that Mrs D and Mr D would've experienced some worry and inconvenience due to not having access to their vehicle. Our Investigator recommended £100 and having taken everything into account, I find this to be reasonable and proportionate in the circumstances.

## **My final decision**

My final decision is that I uphold this complaint. I direct Ageas Insurance Limited to –

- Pay £404.40 for the cost of repairs to Mrs D and Mr D's vehicle.
- Award 8% simple interest per year on this amount from the date of the repair invoice, 12 March 2025, to the date of settlement – to recognise that Mrs D and Mr D have had to pay for the cost of repairs and been deprived access to these funds.

If Ageas Insurance Limited thinks that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mrs D and Mr D how much it's taken off. It should also give them a tax deduction certificate if they ask for one, so they can reclaim the tax if appropriate.

- Award £100 in recognition of the trouble and upset caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D and Mr D to accept or reject my decision before 27 December 2025.

Oliver Collins  
**Ombudsman**