

The complaint

Mr J complains Ageas Insurance Limited (Ageas) caused damage to his car when it attended a roadside assistance call out and undertook temporary repairs.

Ageas are the underwriters of this policy i.e. the insurer. Part of this complaint concerns the actions of the intermediary. As Ageas have accepted it is accountable for the actions of the intermediary, in my decision, any reference to Ageas includes the actions of the intermediary.

There are several parties and representatives of Ageas involved throughout the complaint but for the purposes of this complaint I'm only going to refer to Ageas.

What happened

Mr J made a roadside assistance call out after the engine of his car started rattling and the engine oil warning light came on. Ageas's recovery partner attended and undertook a temporary repair to a pipe and topped the engine with oil. The car was driveable, and Mr J started to drive home, but on the way the brakes weren't working sufficiently to be safe on the road and the car stalled. He made a further call out for assistance and the car was recovered to the garage of his choice.

The car was looked at by Mr J's garage of choice and a replacement engine was needed. This was fitted at Mr J's cost. Mr J said the work completed by the breakdown recovery technician had caused the engine breakdown and said Ageas should settle the cost of the replacement engine.

Ageas declined to cover this cost. It said the assistance provided was in line with what would be expected of any attending technician and was not indicative of negligence or oversight.

Because Mr J was not happy with Ageas, he brought the complaint to our service.

Our investigator didn't uphold the complaint. They looked into the case and said they thought it was likely Mr J's car had a pre-existing problem. They didn't think it was likely Ageas over-filled the car's oil or made a defective repair to the pipe, which meant they couldn't say it acted negligently when attending the breakdown.

As Mr J is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

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.

When looking at complaints relating to claims for damage to a vehicle, our service can't determine how the damage occurred. Instead, what we look at is the information the insurance company relied on to make its decision.

Mr J believes Ageas roadside recovery technician overfilled the engine oil and made a poor temporary repair to a pipe. He felt the problem wasn't diagnosed properly by the technician. He didn't think the issue was low oil and told the technician he had filled the oil up in the car two weeks prior and had checked the level himself when the engine warning light came on. He said the recovery technician chose not to listen to this and added more oil. He said he shouldn't have been advised the car was safe to drive home, and it should have been recovered at this point. He said driving the car after this work had been undertaken caused permanent damage to the engine of his car.

Ageas's roadside recovery technician confirmed he checked the oil level, and it was found to be low, so he topped it up. He confirmed he used less than a litre of oil, he said he only had a partially full one litre bottle of oil in his possession.

The technician advised Mr J that the car brakes may not be as effective as usual following the pipe repair, but said the car was safe to drive home. Mr J said he would've been more than happy to wait for recovery, but this wasn't offered. There is a difference in the evidence provided here because the technician said recovery was offered. Ageas provided evidence of Mr J's acceptance of the advice given to drive the car at this time, to the effect that no liability was accepted for roadside temporary repairs.

Ageas asked Mr J to provide evidence of the damage, such as photographs and two estimates for the repair of the alleged damage. Because this wasn't received it didn't uphold his complaint. Mr J did then provide a testimony from the garage the car had been recovered to. It said the car had been overfilled by at least two litres of oil, and it believed this had caused the engine failure. And there was a valve that had been fitted the wrong way round causing the brakes not to work correctly. This testimony was provided after the repairs had been completed. It didn't provide any observations or opinions regarding the damage found prior to any repairs taking place.

I saw Ageas's in-house engineer reviewed the evidence provided by its roadside recovery provider and also the testimony provided by Mr J's garage. Ageas said the repair to the pipe identified by Mr J's garage as having an incorrectly fitted valve was a different pipe to the one repaired by its technician at the roadside. Images of the valve were provided of which do appear to show different parts of the engine. It also said the make and model of Mr J's car held four and a half litres of oil, and if its technician had filled it with five litres as Mr J said had happened, it would've spilled out of the engine immediately. It said no evidence of burned oil residue had been noted which it would've expected if the oil had been overfilled. It maintained its findings that the damage to the engine wasn't caused by its technician.

I recognise Mr J has now paid for a replacement engine to be fitted and this was a significant cost to himself, and that he feels very strongly the roadside technician was at fault and therefore Ageas should settle this cost. However I've not seen evidence that persuades me that driving the car after the work carried out by Ageas at the roadside caused the damage which meant the car needed a new engine. Mr J was aware there was an underlying issue with his car that needed to be looked at by experts prior to driving it, although he said this wasn't with the engine. The engine warning light had come on prior to Ageas's technician attending and no evidence has been supplied to show that this warning light was unrelated to the engine damage found.

It's important to again note that our service can't determine how the damage to Mr J's car occurred. What we have to consider is the information or opinions Ageas relied on to make its decision. I'm satisfied Ageas's engineer fully reviewed the evidence provided, and I'm persuaded its decision to decline Mr J's claim for damage to his engine was fair in this case.

Therefore, I don't uphold Mr J's complaint and don't require Ageas to do anything further.

My final decision

For the reasons I have given I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 12 November 2025.

Sally-Ann Harding
Ombudsman