

The complaint

Ms H and Mr O complain that Ageas Insurance Limited (“Ageas”) mishandled a claim on a motor insurance policy.

What happened

The subject matter of the insurance, the claim and the complaint is a hatchback car made by a premium-brand car maker and first registered in early 2015.

Ms H acquired the car in 2019 (according to a statement of fact document dated February 2025).

For the year from February 2025, Ms H insured the car on a comprehensive policy with Ageas. The policy covered her to drive the car as policyholder. The policy also covered Mr O as named driver.

Unfortunately, Mr O reported that a third party driver had hit the rear of the car on 6 June 2025, a Friday.

From 9 June 2025 (a Monday) Ageas arranged a replacement vehicle and a repair of the car.

Much of the complaint is about acts, omissions and communications of the repairer and an engineer on behalf of Ageas. Insofar as I hold it responsible for them, I may refer to them as acts, omissions and communications of Ageas.

Ageas said the repair was complete and returned the car.

By an email dated 24 June 2025, Mr O complained to Ageas that it hadn’t checked for structural damage and that it had painted the rear bumper in a colour that didn’t match the adjacent panels.

By an email dated 1 July 2025, Mr O said that:

*“To reiterate, the unresolved matters are:
Mismatched paintwork on the replacement bumper.
Unacceptable delay in replacement vehicle provision, leaving me without transport from Friday evening to Monday afternoon.
Lack of confirmation or evidence of a structural inspection to the underbody/chassis following the collision.”*

By a final response dated 1 July 2025, Ageas said that it had checked for structural damage. Ageas said that it had replaced the rear cross member. Ageas said that the colour difference between the bumper and the rear quarter panels was normal, but it had agreed with the repairer to blend the quarter panels.

Ms H and Mr O brought the complaint to us in early August 2025.

Our investigator didn't recommend that the complaint should be upheld. He thought that Ageas' initial attempt to repair the car fell short of what we would expect. However, Ageas' actions to attempt to rectify the issue were in line with what the investigator would expect.

Ms H and Mr O disagreed with the investigator's opinion. They asked for an ombudsman to review the complaint. He says, in summary, that:

- Ageas instructed him not to drive his vehicle pending inspection.
- Ageas left him without transport from Friday evening until Monday afternoon.
- British Standard 10125 requires manufacturer-approved colour-matching methods, which include digital spectrophotometers.
- No documentation has been supplied identifying what repairs were performed, which parts were replaced, or what post-repair inspections were undertaken.
- The vehicle was returned following repair in a visibly different shade from its pre-accident condition.
- This diminished its market value.
- Under BS 10125, the appropriate remedy was to repaint the bumper using proper colour-matching equipment.
- Since the collision, the vehicle pulls to the left, which it did not do previously.
- After their complaint, neither he nor the policyholder received a final response within eight weeks. This deprived him of the opportunity for timely escalation.

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.

Scope of this decision

The Financial Conduct Authority's dispute resolution rules are binding on the Financial Ombudsman Service. One such rule is that, before we can investigate a complaint, the consumer must first have made that complaint to the regulated firm and waited for up to eight weeks for a final response.

It sometimes happens that a consumer makes a complaint to the firm, receives a final response and brings the complaint to us - with the addition of more recent points of complaint. In such circumstances, we can investigate the initial complaint, but we can't include the more recent points of complaint in the same investigation.

Mr O's emails dated 24 June and 1 July 2025 included a complaint about lack of documents showing a structural inspection but didn't include a complaint that the accident had damaged the car so that it was pulling to the left.

After the final response dated 1 July 2025, Mr O complained that Ageas was responsible for not repairing that fault. He also complained that Ageas was responsible for not providing other documentation. So under the rule I've referred to, I can't include any findings on those complaints in this decision.

This decision

The context is a car that was ten years old. Ms H had said the car was worth £8,000.00.

The policy terms included the following:

*“Whilst your car is being repaired
Once your insurer has decided that your car can be economically repaired by one of their approved repairers, what happens next depends on whether your car can still be driven and if it is still roadworthy:
If your car is still roadworthy and can be legally driven, the courtesy car will be delivered when your car is collected for repairs.
If your car can't be driven, your insurer will provide the courtesy car on the next working day and you will have use of this car for as long as the repairs take.”*

The accident and the need to make a claim were, in my view, bound to cause some distress and inconvenience to Ms H and/or Mr O.

From what I've seen, after the accident, the car remained roadworthy. The accident was on a Friday and Ms H and Mr O got a temporary vehicle on the following Monday. So I don't find it fair and reasonable to direct Ageas to pay compensation for loss of use of a vehicle.

From the photographs, I've noted damage to the bumper and rear cross-member. With such damage, I haven't seen enough evidence to show that Ageas ought reasonably to have done more to check for structural damage.

I would expect Ageas to do a repair that was right first time. Failing that, I would expect Ageas to offer to put things right and I would expect Ms H and Mr O to give it a reasonable opportunity to do so.

I accept that Ageas was responsible for a mis-match of paint that Mr O found unsatisfactory. I've found the photographic evidence inconclusive. However, as Ageas later offered rectification, I find that its initial repair had fallen below a reasonable standard.

Mr O's complaint dated from 24 June 2025. After that, Ageas had eight weeks to provide a final response. I don't accept that Ms H or Mr O suffered any significant inconvenience as a result of any delay in receiving the final response dated 1 July 2025. After all, he was able to bring the complaint to us well within the eight weeks, in early August 2025.

Ageas' offer of rectification was to blend the paint on the rear quarter panels.

Mr O says that offer wasn't acceptable and he has relevant experience of working in a factory.

However, Mr O hasn't provided enough evidence to show that blending on the panels would reduce the value of the car or otherwise produce an unsatisfactory outcome.

And Ageas' final response – including its offer - was written by a suitably-qualified motor engineer. So I accept that Ageas acted fairly by proposing rectification using blending.

Ms H and Mr O have declined that offer, so I don't find it fair and reasonable to direct Ageas to pay any compensation for the estimated cost of repair or loss of value of the car.

Overall I don't find it fair and reasonable to direct Ageas to do any more in response to this complaint.

My final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct Ageas Insurance Limited to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H and Mr O to accept or reject my decision before 2 March 2026.

Christopher Gilbert

Ombudsman