

## **The complaint**

Mr S complains Ageas Insurance Limited trading as ageas hasn't handled a claim against his motor insurance policy fairly. References to ageas include the actions of its agents.

## **What happened**

The details of this complaint are well-known to both parties, so I won't repeat them here. Instead, I will focus on the reasons for my 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.

Mr S had a motor insurance policy with ageas. His car was involved in an incident, so he made a claim on the policy. ageas took possession of the car and later returned it to Mr S, damaging the road outside his home in the process. There have been other heads of complaint, such as a dispute over the claim settlement, the matter of liability and ageas' claim handling/customer service. An agreement on these has been reached, and I have been asked to decide solely the dispute about the damage to the road outside Mr S' home.

It's accepted ageas caused damage to the road outside Mr S' home when his car was returned to him. ageas has addressed this. Using Mr S' terminology, it first did a patch repair using a cold lay material, and then later, following his concerns/dissatisfaction, it did a second patch repair using a hot lay. Mr S is concerned the patch may not last, which he will then have to put right. He wants ageas to pay for a further review, or to arrange or pay for full depth reinstatement of the damaged section of the road, cut to the kerb boundaries.

I understand Mr S' point of view. He's partly responsible for the road and wants to ensure the repair is long-lasting because he will be responsible if the repair fails. But I don't find I can fairly and reasonably require ageas to do as he's asked. This is because I have been presented with no compelling evidence the latest repair wasn't completed by suitably qualified professionals in line with relevant standards. It follows I'm satisfied on the available evidence a further review at ageas' cost, or a third (more extensive) repair, is unnecessary.

Mr S is also dissatisfied with how ageas has approached the damage to the road, such as with the number of parties involved (the transport firm had its own insurer, and it undertook the repairs), the quality of the initial repair, and that the second repair didn't involve his consultation or consent. I recognise Mr S' frustration. But Ageas has been clear about the parties involved, ensured a repair was completed, and while consultation and consent may have been courteous, I find it's most likely the overall position would be materially the same.

The agreement reached between the parties on the other heads of complaint was that ageas would pay Mr S £100 compensation and pay him the difference in car valuation (£500.30), plus simple interest\* at 8% a year from the date of the initial claim payment until the date the difference is paid to Mr S. As an agreement has been reached, I see no reason to interfere.

But for completeness and noting a formal acceptance is being sought by Ageas, I will require ageas to follow through on what has been agreed.

### **My final decision**

I uphold this complaint and require Ageas Insurance Limited trading as ageas to follow through on what has been agreed.

\*If ageas considers that it's required by HMRC to deduct income tax from that interest, it should tell Mr S how much it's taken off. It should also give Mr S a tax deduction certificate if he asks for one, so he can reclaim the tax from HMRC if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 2 December 2025.

James Langford  
**Ombudsman**