

## The complaint

Mr N complains about how Ageas Insurance Limited ('Ageas') handled his claim for a cracked windscreen. He's unhappy with the time it took to arrange the glass fitting appointment and with the workmanship of the technician who, he says, caused significant damage to his car.

References to Ageas include its agents.

## What happened

The windscreen of Mr N's classic car became cracked, and so he contacted Ageas' agent, who I'll refer to as 'A', on 18 October 2024 to arrange a replacement. Mr N then contacted his broker, who I'll refer to as 'F', and F notified Ageas that Mr N wasn't happy with the service he'd received. F said he'd had trouble with the online booking system, he'd only been told the windscreen wasn't in stock when it came to paying the excess (£75), and he'd been advised that trims and wipers were not covered under a glass claim. F also made Ageas aware that Mr N had said the following:

*"I am sorry, but I will not let the technician install the removed/brittle rubber seals with their special sealant. It must be a brand-new rubber sealant; otherwise condensation may occur later and won't be a professional fitting. The same goes for the trim they don't have to replace a new trim however during replacement of the glass if they damaged the current one may need a new replacement."*

An appointment was agreed for 28 October 2024 to fit the windscreen. Prior to the appointment, A confirmed to Mr N that neither the wipers nor rubber seal/trim would be replaced unless necessary.

When the technician attended Mr N's car on 28 October 2024, it became apparent that the wrong windscreen had been provided by the dealer. So, the windscreen was re-ordered and the appointment to fit it re-scheduled for 6 November 2025.

Mr N made a complaint. A's customer services team recorded his concerns as follows:

*"... he feels there has been poor communication. He confirmed he is still waiting to hear if his trims will be replaced and he has been the one chasing this. Customer also unhappy about the length of time it is taking to replace glass ..."*

Ageas issued its final response on 1 November 2024. It apologised for the failed windscreen replacement appointment, acknowledged some communication issues, and said it would refund £40 of Mr N's excess as a gesture of goodwill.

On the same day, the re-scheduled appointment for 6 November 2024 was cancelled due to it becoming clear that the correct windscreen would not be available in time. Mr N emailed A and said the following:

*"... I have been very precise, only to contact me by email when the glass is ready and available dates for the technician in order for me to reply with the suitable dates ..."*

The windscreen wasn't expected to be available until 14 November 2024. On 5 November 2024 Ageas offered to book Mr N an appointment. Later, it offered him dates from

18 November 2024 onwards and said it could place his name on a cancellation list for earlier slots. Mr N declined to book or be added to a cancellation list. The appointment was later booked for 19 November 2024.

On 19 November 2024 the technician called A from the job. A's notes of this contact read:

*"... Due to heavy rain we need to rebook the appointment – the technician did offer for the customer to drive to the branch but he can't do this. The glass in the vehicle is stress cracked in both corners on customers car, the technician said that the cause of the cracks might be due to a rusty aperture. The technician informed the customer of this during this call as he was in the background. The appointment was rebooked for 21/11".*

On 21 November 2024 the technician attended as planned. The pre-inspection notes made by the technician read:

*"2 part trim around glass is not reusable as it has been glued together and the rubber trims are all worn drivers side washer jet broken passenger side heating terminal wore [sic] damaged. heated windscreen will not work rust is visible down both sides of the glass secondary mirror cowling missing fabric on a posts coming away heavy build up of water inside glass and damp smell present head lining fabric coming away overspill visible down both sides of the glass explained to customer about rust procedure and may need to go to body shop once screen is removed if rust is to [sic] bad. Customer understands and signs for this."*

Mr N's signature was captured electronically at 12:23 on 21 November 2024. Later that afternoon, at 15:07, A's case notes record that the technician called from the job:

*"He has removed the windscreen, and the aperture fell apart as it is too rusty. Technician has applied crash wrap. The customer is aware and will get the rust sorted and call us back once fixed."*

### **Mr N's complaint to Ageas**

On 22 November 2024, Mr N complained. In summary, he said the technician:

- used improper tools and caused damage to the delicate plastic elements, the inner metal body, the outer trims, the internal holding plastic tips, the trim clips, the heater element socket, the water spray back nozzle, and the rubber seals. Mr N said, "[these] were all in perfect condition before his visit."
- allowed the rear-view mirror to hang on the power loom, causing strain and potential damage to the wiring.
- had a disregard for electrical safety – he declined Mr N's offer to disconnect the battery when he arrived at 11:53, "and continued working for over three hours with the power on".

Mr N added that he'd been assured the attending technician would be "a skilled specialist", but he was not. He said he wanted:

- compensation for the damaged parts;
- professional assessment and addressing of the rust; and
- priority scheduling for windscreen replacement with a skilled and experienced technician.

Mr N later, on 6 December 2024, added some further detail to his version of events. He said his car had been in "mint condition" prior to 21 November 2024 but the technician had snapped the trims whilst removing them and only then asked him to sign a pre-inspection report.

Ageas didn't accept that A's technician was responsible for any of the damage Mr N alleged. It said these were pre-existing issues which had been noted on the pre-inspection report. But it offered him a further £50 as a gesture of goodwill. Mr N said this was inadequate. He said repeated delays meant he'd been unable to use his car as he'd planned for a special family event, and it was now not in a condition to pass its upcoming MOT. He added:

*"The technician's forceful handling broke components in front of me, which he then claimed were pre-existing."*

On 17 December 2024 Ageas issued its second final response letter. It said issues with the seal, trim, clips, rear view mirror, and heating element terminals, were all pre-existing and so it would not accept liability for them. And it explained that it's not possible to install a replacement windscreen on corroded metal due to safety concerns, but that it would complete the windscreen replacement once Mr N had resolved, at his own cost, "*all pre-existing issues preventing this work from being completed*". Finally, Ageas restated the offer of £50 in recognition that the level of communication throughout had not met Mr N's expectations.

Mr N referred his complaint to this service. He said, "*the central issue lies with the technician's behaviour and the overall handling of my classic car*". Mr N told us his car had been well maintained and there was nothing wrong with the trims, "*only minor blemish in two places*" which wouldn't have been a problem if the technician had used the correct tools.

### **Our Investigator's view**

Our Investigator didn't uphold Mr N's complaint. She said the evidence points to the damage on Mr N's car being pre-existing, and not Ageas' responsibility. She acknowledged that there had been some difficulties with obtaining the correct replacement windscreen, and that the cancelled appointments had caused Mr N frustration, but she wasn't persuaded that Ageas' communication had been poor overall. And she was satisfied that the total amount of compensation offered (£90) was fair and reasonable.

Mr N didn't accept the Investigator's conclusions. He said the technician had failed to follow the manufacturer's guidelines for windscreen fitting, and he said that the "*pre-inspection report ...was deliberately created twenty minutes **after the damage had already occurred***".

In terms of the scope of the Investigator's view, Mr N remarked that "*crucial developments*" since November 2024 had been "*ignored*".

As no agreement could be reached, the complaint was passed to me to review afresh and make a decision.

### **The scope of this decision**

Before I continue, I want to make it clear that this decision deals only with the complaints which Ageas addressed in its final response letters of 1 November 2024 and 17 December 2024. I know that the circumstances continued to develop after Mr N referred his complaint to the Financial Ombudsman Service and he's regularly updated this service as to what's happened since. But any dissatisfaction he has about events which occurred *after* he made his complaint on 22 November 2024, would need to form a separate complaint. The scope of *this* decision will be the same as that looked at by the Investigator – that is, Mr N's complaint about the arrangement of the fitting appointments in October/November 2024, and his complaint that on 21 November 2024 the technician caused damage to his car.

### **My provisional findings**

I issued a provisional decision on 13 November 2025 explaining why I didn't intend to uphold Mr N's complaint. I said:

*"I've considered all the available evidence and arguments to decide what's fair and*

reasonable in the circumstances of this complaint. Having done so, I'm broadly in agreement with the outcome reached by the Investigator – I don't think Ageas needs to do anything to resolve this complaint. I'll explain why.

### **The arrangement of the fitting appointments in October/November 2024**

I've set out a detailed timeline above and when considered objectively, I can't say that Ageas, or A, caused any significant avoidable delays. I acknowledge that the process of obtaining the correct windscreen and arranging the fitting appointment was beset by some problems. For example, it's clear that Mr N didn't have a smooth experience with the online booking system, that the required windscreen wasn't immediately available, and that the one initially provided by the dealer wasn't correct (resulting in a failed appointment on 28 October 2024). But I've seen nothing to suggest that Ageas, or A, caused these issues. And the problems encountered don't exceed, in my view, what you might expect with classic car repairs – stock availability of parts for such cars can present some difficulties.

Following the failed appointment, I think Ageas were responsive, ensuring that the dealer understood what was required, with photographs provided from the 28 October 2024 visit. And when the estimated delivery date was confirmed, it reached out to Mr N to book an appointment for after that estimated date. Mr N didn't want to book another appointment until the windscreen had arrived, and also didn't want to be added to a cancellations list, and whilst I understand that position, his decision not to book a further appointment in advance, on or around 5 November 2024, meant he missed the opportunity to secure a convenient appointment which may have been available earlier than 19 November 2024.

On 19 November 2024 I think A acted reasonably when it became clear that the weather wasn't going to be conducive to a windscreen replacement – it offered to continue under cover at a branch location. I understand that Mr N declined this, resulting in the appointment being re-arranged for 21 November 2024.

Overall, whilst I acknowledge that just over a month passed between Mr N making his claim (18 October 2024) and a refitting appointment going ahead (21 November 2024), I think circumstances beyond Ageas' control largely account for that delay. I also think that Ageas made reasonable efforts to keep Mr N updated throughout.

I'm aware that Ageas has already made an offer to pay Mr N £90 in compensation to settle this aspect of his complaint. In the first final response he was offered £40 for the inconvenience of the first appointment failing and some poor communication (the internal notes show Mr N told the complaints handler he'd had to chase for an answer about the inclusion of his trims). In the second final response a further £50 was offered as a gesture of goodwill in recognition that the level of communication had not met Mr N's expectations. I understand that £40 of the total has already been paid (as a refund back to the card Mr N used to pay his excess).

As I've not found Ageas responsible for any avoidable delays or identified any significant communication issues here, I make no comment on the reasonableness of this award. But Mr N is free to contact Ageas directly if he wishes to accept the remaining £50.

### **The damage alleged to have been caused on 21 November 2024**

Turning to Mr N's allegation that the technician who attended his car on 21 November 2024 caused significant damage, I don't find that there is sufficient evidence to support this. Having considered what the contact notes indicate about the car's condition prior to 21 November 2024, the photographs that have been provided by both Mr N and Ageas, the pre-inspection report notes made by the technician on the day, and what the various pieces of evidence suggest about the

*timing of events, I conclude that it's more likely than not that the damage Mr N has complained about was pre-existing.*

*Mr N has said that his car was well maintained and there was nothing more than minor blemishes affecting the trims. But the photographs A took on 28 October 2024 (which are consistent with photographs submitted by Mr N to Ageas on 25 October 2024) don't support that the trims were in good condition. And I think Mr N's efforts to clarify whether the trims and seals would be included in the windscreen replacement, prior to booking the initial appointment, indicate the concerns he already held about how they'd stand up to removal. In correspondence with F, I note that he even described the existing rubber seals as "brittle".*

*It's also the case that the cause of the cracks in the windscreen was noted, prior to the 21 November 2024, as likely to be corrosion. The technician on 19 November 2024 reported that the windscreen was "stress cracked" and that this might be due to a "rusty aperture". I understand this was a different technician to the one who attended on 21 November 2024. His suspicions about the cause of the cracks suggest the presence of pre-existing damage to the metal frame. Additionally, a photograph Mr N has provided from 20 November 2024 shows some defects in the trim and rubber seal, and condensation on the inside of the glass.*

*On 21 November 2024, the technician completed a pre-inspection report noting several areas of pre-existing damage. Mr N says that this wasn't, in fact, completed prior to the technician commencing work and that it was completed retrospectively to include damage the technician caused during the removal of the cracked windscreen. I've thought carefully about this possibility, but the time stamp on this report suggests it was completed early in the visit, at 12:23. Mr N's complaint gives a time for the commencement of the visit as around 11:53 (in other correspondence with F he said 11:22), and he says the technician worked on the car for "over three hours". This narrative is consistent with the time the technician called in from the job to report the outcome of his visit (15:07).*

*So, on balance, taking everything into account, I'm persuaded that the pre-inspection report more likely than not provides an accurate summary of the car's condition before the technician removed the windscreen.*

*Overall, I don't agree with Mr N that Ageas' response to his complaint is inappropriate. There isn't the evidence to support that Ageas is liable for the damage which he attributes to the technician's workmanship."*

Ageas accepted my provisional findings.

Mr N didn't accept what I'd said. Although I've summarised what I consider to be the key points of Mr N's response here, I have considered his submissions in their entirety. He said:

- The technician adopted unsafe practices, mishandled the rear-view mirror by leaving it hanging on the power loom, used a screwdriver on the trims, and failed to disconnect the car's battery during the works. Because the mirror was left hanging on the loom for months, the electrochromic dimming fluid leaked and the dimming function was permanently lost. The evidence has been ignored.
- There was no genuine pre-inspection carried out. The report was produced *after* the damage occurred.
- The windscreen was later successfully replaced – proving that it was repairable. The narrative about obsolete/unavailable parts is false. The same rubber seal and trims were cleaned and repaired.

- Ageas created the narrative about the condition of his car to later “*justify settlement and CAT-N classification.*” The CAT-N classification was an “*ambush*”.
- A settlement payment of £6,400 made by Ageas to Mr N has not been mentioned – this omission demonstrates that the decision was made on incomplete information and this “*undermines lawful and impartial decision-making*”.

Mr N also provided a copy of a ‘Job Summary’ dated 21 November 2024 and timed at 15:53 with a ‘drive away’ time of 16:23. The description of the job is ‘Temporary Glazing’. In the customer signature box, the letters “CNA” were handwritten indicating that the customer, Mr N, was not available to sign.

Before finalising my decision, I asked Ageas to clarify what this document relates to as earlier evidence indicated that Mr N’s signature was captured electronically at 12:23 on 21 November 2024. Ageas confirmed that the ‘Job Summary’ supplied by Mr N relates to a later visit, by a different technician, to apply weather guard temporary glazing, not the earlier visit on 21 November 2024 when the pre-inspection notes were made and the windscreen replacement could not be completed.

### **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.

Having done so, although I’m sorry to disappoint Mr N, his submissions haven’t persuaded me that my provisional findings should be changed. And so, for the reasons I’ll set out here, and those that I provided in my provisional decision (reproduced above), I do not uphold his complaint.

The scope of this decision has been set out previously but given the focus of parts of Mr N’s response to the provisional decision, I think it’s worth repeating. This decision is *only* concerned with Mr N’s complaint about the arrangement of the fitting appointments in October/November 2024, and his complaint that on 21 November 2024 the technician caused damage to his car. Any complaints that he has about events which occurred *after* the 22 November 2024, are not in scope.

I know that Mr N is unhappy with, amongst other things, the inability of Ageas to source the required parts and complete the windscreen replacement (when he says he managed to get this done in or around April 2025 by another company), the total loss settlement value reached in March 2025, and the categorisation of his car as CAT-N. But these matters all came *after* 22 November 2024. This is why my decision does not address the settlement payment he received, the CAT-N classification, or what was later concluded about the availability of parts and the potential for repair.

Turning to this complaint, I’ve considered again Mr N’s allegation that the technician caused damage to his car on 21 November 2024, and I remain of the view that there’s no evidence to support that conclusion. The unsigned ‘Job Summary’ he’s now provided, timed at 15:53, doesn’t undermine what I’d previously said, as I’m satisfied with Ageas’s explanation that this relates to a later visit that day – the timing and job description support what Ageas have said about this. So, I remain persuaded that the pre-inspection report more likely than not provides an accurate summary of the car’s condition *before* the technician removed the windscreen, and it’s more likely than not that the damage Mr N has complained about was pre-existing.

I’ve also reconsidered the photographs Mr N has provided, and thought particularly about

the treatment by the technician of the rear-view mirror and the battery. With regards to the battery, I can't say that I've seen any evidence which points to the technician having caused the "*potential electrical damage*" Mr N mentioned in his complaint to Ageas on 22 November 2024. Similarly, I've not seen evidence to suggest it's more likely than not the technician caused damage to the rear-view mirror.

The picture Mr N has provided of the rear-view mirror shows it hanging but no evidence of damage or of leaking electrochromic dimming fluid. Also, in a car of this age it wouldn't be surprising to see some deterioration of this feature, and so that wouldn't necessarily indicate any mishandling by the technician. It was necessary to detach the mirror, which had already lost its secondary cowling, from the windscreen, and it was left detached, and hanging, when the windscreen replacement could not go ahead. But the technician was under no obligation to carry out extra work on the rear-view mirror – work not required to replace the windscreen.

Mr N expressed concern on 22 November 2024 that leaving this hanging could cause "*potential damage to the wiring*", but I note that he doesn't seem to have mitigated this situation by disconnecting it or supporting it against the temporary windscreen. So, if, as Mr N says, the mirror was left hanging for "*months*", the electrochromic fluid leaked, and the dimming function was permanently lost, it wouldn't be fair and reasonable to conclude that Ageas is responsible for this.

Overall, I remain of the view that there isn't the evidence to support that Ageas is liable for the damage which Mr N attributes to the technician's workmanship, and I don't uphold his complaint.

### **My final decision**

For the reasons set out here, and in my provisional decision, my final decision is that I don't uphold Mr N's complaint about Ageas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 20 January 2026.

Beth Wilcox  
**Ombudsman**