

complaint

Mr G complains about the level of service provided by Ageas Insurance Limited for his alloy wheel repairs motor insurance policy. He wants the repairs done and a pro-rata refund of his premium.

background

Mr G took out an alloy wheel repairs policy for his new car. But there was a delay in him receiving the terms. Ageas was the policy's underwriter but it was administered by another company and then the repairs were made by a contractor.

Mr G had one successful claim but he's been disappointed with his ability to contact the contractor and with the delays in having his further repairs made. Ageas agreed it had caused some initial delays, but it said Mr G hadn't allowed the repairer to do the repair. It offered him £100 compensation for its level of service. But Mr G declined this offer.

Our investigator recommended that the complaint should be upheld. He thought there were delays in arranging for the repairs to be made. But Mr G had made a successful claim on his policy, so he couldn't receive a pro-rata refund if he cancelled.

The investigator first thought Ageas should offer £250 compensation for its level of service but he then reduced this to £150. This was because he thought Mr G had caused delays by not allowing the repairer opportunity to complete the repairs. He also thought Aviva should rearrange for the repairs to be made under the policy or pay Mr G the maximum amount the policy allowed for another repairer to do the work.

Ageas replied that Mr G hadn't given it the opportunity to make the repairs and it provided evidence that the repairer had tried to attend a third time. Mr G provided evidence that he'd waited for the repairer but the appointment was unconfirmed and the repairer was late. He thought Ageas should pay him more compensation.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I can see that Mr G has been disappointed with the level of service he's received from Ageas. He told us that when he took out his policy it was set up against the wrong car registration number. This was corrected, but he's been unhappy with how Ageas has arranged for his repairs to be made.

Our approach in cases like this is to consider whether the insurer's acted in line with the terms and conditions of the policy and fairly and reasonably. In this case, the policy aims to provide a quick and effective cosmetic repair for damage to alloy wheels.

I can see that when Mr G made his claims for repairs, the repairer initially offered a repair date that was outside the timescale the policy aims to provide. When Mr G complained, an earlier date was proposed. But this wasn't suitable for Mr G and he became frustrated with the contractor. There was then some confusion about who would call who to arrange another repair date.

When a third date was eventually agreed, the approved repairer sent Mr G an email to confirm this. This email said that the contractor would call Mr G the night beforehand to confirm the visit, and then again on the day of repair to confirm his arrival time. From what I can see, the agreed time was 12.00. Ageas has provided us with its records and I can't see that these calls were made. Instead, Mr G waited until the appointed time had passed and then went about his business. The contractor called Mr G 20 minutes after the appointment time to say that he was delayed and to arrange another appointment. Ageas said delays in making the call could be due to the complexity of an earlier repair.

I think some allowance for unplanned delays is reasonable. But this doesn't explain why the repairer didn't make the two other calls to confirm his arrangements. I can appreciate that this wouldn't have given Mr G confidence that the repairer would turn up as planned. When the repairer did call, Mr G was driving and unable to rearrange the appointment. And, due to his frustration with the repairer, the repairs are still to be made some six months after the claim was accepted.

Ageas agreed that its service hadn't met the standard required and it offered Mr G £100 compensation for this. But I don't think this goes far enough in the circumstances.

Mr G wanted a pro-rata refund of his policy. But Ageas said this isn't possible as the policy has already been successfully used. I agree with the investigator that this is the policy term.

I think Mr G has been caused considerable frustration and inconvenience. Ageas didn't provide the service it promised. And so I agree with the investigator that it should offer Mr G £250 in total compensation for its poor level of service. In response to this, Ageas has objected as it said Mr G hadn't suffered financial loss. But I think this amount compensates Mr G for his considerable frustration and his inconvenience. It's what I'd award in similar circumstances.

Mr G still wants the alloy wheels repaired. Ageas wants its approved repairer to do this. But Mr G's relationship with the repairer has broken down. So I think Ageas should arrange for the repairs to be made by its approved repairer, if Mr G agrees to this. Or if he doesn't agree, then it should pay him a sum up to the policy limit to have the repairs done.

my final decision

My final decision is that I uphold this complaint. I require Ageas Insurance Limited to do the following:

1. Pay Mr G £250 in total compensation for the frustration and inconvenience caused by its level of service.
2. Either re-arrange for the alloy wheel repairs to be made, or if Mr G doesn't want this, pay him a sum up to the policy limit for him to arrange to have the repairs made elsewhere.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 26 February 2018.

Phillip Berechree
ombudsman