

complaint

Mrs L has complained that Ageas Insurance Limited didn't refund her excess fee after she made a motor insurance claim. She's also unhappy about the time it took to deal with her claim.

background

Mrs L's car was parked in a long stay car park while she was abroad. Car park staff couldn't start it to return to her. So they called a breakdown recovery service whose agent unfortunately damaged it. Mrs L told Ageas she wanted to claim on her policy.

Ageas said she wasn't covered because the damage was caused by an electrical issue. But Mrs L complained because she thought her car had been damaged by car park staff and the recovery agent. So Ageas agreed to pay her claim.

Ageas claimed back some costs from the recovery service. But the car park company said its staff didn't do anything wrong. So on 24 April 2015 Ageas asked a solicitor whether it had a reasonable chance of recovering any money from the car park company. As she hadn't heard from it, Mrs L contacted Ageas on 2 July 2015 to ask for an update. Ageas contacted the solicitor on the same day, who said she didn't think it was likely Ageas would be able to recover its costs. So Ageas recorded the claim as a 'fault' claim against Mrs L. This meant she didn't get her excess back. Her no claims discount wasn't affected as it was protected.

Mrs L complained to Ageas. She was unhappy with the amount of time it had taken to deal with her claim. She didn't think Ageas explained the process to her properly. And she was also unhappy she hadn't been able to get her excess back.

Ageas didn't think it had done anything wrong and so Mrs L brought her complaint to us. The adjudicator thought Ageas' attempt to recover its costs had been reasonable and explained why Mrs L needed to pay an excess fee. But he thought Ageas could have communicated with Mrs L better. So he said it should pay £50 to compensate for the distress and inconvenience it had caused her. He also thought it should write to her to apologise.

But Ageas still didn't think it had done anything wrong. And so Mrs L's complaint has been passed to me for a decision.

my findings

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

Ageas tried to recover its costs from the car park company and also asked a solicitor if it was likely to be successful. I think Ageas' attempt to recover its costs was reasonable. And I don't think it did anything wrong by deciding not to pursue the claim following legal advice.

Insurers record claims as 'fault' or 'non-fault' depending on whether they are able to recover their costs. So even though Mrs L didn't cause the damage to her car, as Ageas couldn't recover its costs it recorded the claim as 'fault'. I think it was reasonable to do this.

Ageas' call notes say it told Mrs L it would try to recover the cost of her repairs but there was *"no guarantee"*. So I think it told her it might not be successful. And her policy summary says claims will be paid *"less the policy excess"* so I think it was clear she had to pay this.

I've seen the letter Ageas wrote to Mrs L to tell her it had accepted her claim. It also says she'll have to pay her excess to the garage. In the 'Frequently Asked Questions' sent with this letter it says the excess is the part of the claim she would pay regardless of who is at fault. So I think this letter makes it clear to Mrs L that she would need to pay it. Ageas wrote to her again a few days later saying she *"may be able to claim the excess back"* if the incident wasn't her fault. But I don't think this suggests it would definitely be refunded.

I don't think Ageas did anything wrong by charging Mrs L an excess fee. But I do think it could have chased up the legal view sooner. I appreciate it told Mrs L it didn't know how long it would take to resolve her claim. But given it was able to get a response from its solicitor the first time it had chased it up, I think it could have done this sooner.

I can't see anything to show that Ageas chased up an answer from the solicitor between 24 April 2015 and 2 July 2015. And I think this led to a delay in Ageas responding to Mrs L. So I think it's reasonable it pays £50 to compensate for the distress and inconvenience it caused her. I also think it should apologise to her for this delay.

my final decision

For the reasons set out above, my final decision is that I partly uphold this complaint and require Ageas Insurance Limited to:

- pay Mrs L £50 to compensate for the distress and inconvenience it's caused her; and
- send a letter of apology to Mrs L for the delay in contacting the solicitor.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs L to accept or reject my decision before 7 April 2016.

Sarann Taylor
ombudsman