complaint

Mr B complains that Ageas Insurance Limited won't pay for the cost of repairs to his car under his motor insurance policy. He wants it to reimburse him the repair costs.

background

Mr B was involved in a road traffic accident in 2012. He didn't initially claim under his policy for the damage to his car. However, when he found out that Ageas had admitted liability for the accident, and paid the third party, he asked it to reimburse £1,200 he had paid to repair his car. Ageas said it wouldn't meet the costs claimed. This was because Mr B was unable to provide evidence of the costs he had incurred repairing the car.

Our adjudicator didn't recommend that the complaint should be upheld. Mr B had sold the car in question and was unable to provide any evidence that he spent any money repairing it following the accident. Ageas has confirmed the car was never inspected by an engineer or approved repairer following the accident.

Mr B replied that Ageas told him to send it the repair invoice at some point in 2012. However, he has provided no evidence of this and the call recordings provided by Ageas suggested that a conversation along these lines didn't take place. Mr B replied that Ageas has withheld the conversation in question.

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 Ageas has considered Mr B's claim for repairs to his car but has said that it won't meet them as it has no evidence of them. Our remit in cases like this is to investigate whether the insurer acted fairly and reasonably when it made the decision about the claim.

I've looked at Ageas' records. I can see that after the accident Mr B had a conversation with Ageas about his car's repairs. He said that he was getting his car fixed and he asked if Ageas would pay for this. It replied that if he got his car fixed then he was responsible for the costs. I think this was quite clear.

Mr B says that he since changed his mind and wants to claim for the repairs. I think that Ageas has reasonably asked for evidence of these. Mr B says that he sent Ageas the invoice which he obtained for the completed repairs when he was originally asked to do so. But Ageas doesn't have a record of this. Ageas has provided us, and Mr B, with its telephone recordings of calls with him. From these, I can't see that Ageas ever asked Mr B to send it the invoice for the competed repairs. I can't see from its records provided that it ever received this invoice. I've no reason to think that Ageas has kept this from us.

I think it's reasonable for Ageas to ask for some evidence to support Mr B's claim. I think that it has fairly offered to consider a range of evidence that he had made the repairs if he could provide it. But Mr B says that he paid cash for the repairs and that the garage is now closed. Therefore he doesn't have any bank statements or other evidence that would support his case. Because of this, I think that Ageas' decision to decline to meet the repair costs is reasonable.

my final decision

For the reasons I’ve discussed, it is my final decision that I don’t uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr B to accept or reject my decision before 26 October 2015.

Phillip Berechree
ombudsman