

The complaint

Mr J complains about Ageas Insurance Limited's ("Ageas") handling of his claim under his car insurance policy.

Mr J's complaint has been brought by a representative. As Mr J is the policyholder, for ease of reference, I will refer to any actions taken, or comments made, by either Mr J or the representative as "Mr J" throughout the decision.

What happened

Mr J's car was the subject of criminal damage, so he made a claim to Ageas. Mr J says his car was initially deemed a total loss, but Ageas then later decided his car may be repairable. Mr J wanted to instruct his own repairer and sent Ageas a repair estimate. He says Ageas refused to accept this report and asked him to provide another one. Mr J complained about Ageas' claims handling and about them treating him unfairly because of his disability.

Ageas responded and explained the steps they'd taken following Mr J's notification of the incident. They said, while Mr J had provided an independent assessment, they had concerns about the report, and it also wasn't from a garage who would be carrying out the repairs. They set out the options available to Mr J which involved Mr J providing a full estimate or more images, allowing Ageas to send the car to one of their approved repairers so they can assess it or allow Ageas to arrange for one of their engineers to make an appointment with Mr J to carry out a physical inspection. Ageas said, until Mr J informs them how he wishes to proceed, they're unable to progress the claim. Ageas also said their staff hadn't acted unprofessionally towards Mr J.

Our investigator looked into things for Mr J. She thought Ageas hadn't acted unfairly in relation to the claim and didn't uphold the complaint. Mr J disagreed so the matter has come to me for a 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.

Having done so, I've decided not to uphold the complaint. I understand Mr J will be disappointed by this but I'll explain why I have made this decision.

My role requires me to say how a complaint should be settled quickly and with minimal formality and so I'll focus on what I consider to be the crux of the complaint and the main areas of dispute. I think it's important to add, I won't be commenting on every event during the claim and complaint process, instead I have taken a broad approach to the overall service provided. I think it's also important to point out my decision only covers the events up to Ageas' complaint response dated 28 August 2023.

Claims handling

My starting point is Mr J's car insurance policy booklet. This sets out the terms and conditions and, under a section headed 'Settling your claim' it says, "*In the event of damage to your car...your insurer will choose whether to repair the car or pay you a cash amount equal to the cost of the loss or damage. If the car cannot be driven because of damage that is covered under this policy, your insurer will arrange collection and take your car to the nearest approved repairer.*" It goes further to say, "*If you do not want to use one of the approved repairers, you will need to send your insurer an estimate for authorisation and they may need to inspect the car.*"

The information shows an automated system assessment was carried out which deemed Mr J's car a total loss. Ageas then explained to Mr J the system can sometimes make an error, so they decided to refer the matter to an in-house engineer to assess. The claim notes show the engineer considered the images and was of the opinion Mr J's car might be repairable. There was then a discussion around appointing Ageas' approved repairer, but the notes show Mr J didn't want this approved repairer to be appointed due to a concern about their reviews. Mr J then arranged an independent assessment using a vehicle assessing company. This report was sent to Ageas and provides details of the damage, the parts requiring repairs and a repair estimate.

The report was reviewed by Ageas' engineer who had concerns about a number of areas in the report. This included concerns about the repair estimate not being supported by the images in the report, work that didn't appear to be necessary and the labour rates being excessive. The engineer recommended Ageas obtain further images to justify the repairs and also an actual estimate from a garage who's looking to repair Mr J's car so Ageas can discuss and agree a repair method.

I can see, in their complaint response, Ageas explained they require Mr J to provide a full estimate or more images, allow Ageas to send Mr J's car to one of their approved repairers so they can assess the car, or allow Ageas to arrange for one of their engineers to make an appointment with Mr J to carry out a physical inspection. They explained, until Mr J confirms to Ageas how he wishes to proceed, they're unable to progress the claim. The information shows Mr J did then provide further images but, following a further review by the engineer, Ageas maintained their position that they couldn't offer a cash settlement based on the images, and would require Mr J to take his car to a non-approved repairer or allow Ageas' approved repairer to complete an estimate.

The policy terms and conditions do allow Ageas to appoint an approved repairer, so I'm satisfied they've acted reasonably when they initially took steps to appoint one to carry out the repairs. I understand Mr J had concerns about the approved repairer and, given that Mr J then arranged an independent assessment, I think it was fair in the circumstances for Ageas to then consider this report. It's clear Ageas' engineer had concerns about the report, and given the precise nature of those concerns, I don't think it was unreasonable for Ageas to then put forward the options they did in their complaint response.

I acknowledge Mr J says the report he arranged was prepared by an engineer. I do acknowledge this, but Ageas have raised two points about the report. The first point relates to their engineer's concerns – and as I've mentioned above, I can't say it's unreasonable for them not to rely on the report given those concerns. And the second point is that they need the report to be prepared by a garage who'll be carrying out the repairs. Ageas say, it's their usual process for the engineers to then discuss the repair cost and labour rates with the garage. I don't think this is an unreasonable approach to take, and it's also in line with the policy terms and conditions which says, if Mr J decides to instruct his own repairer, then an estimate will need to be sent to Ageas for authorisation.

The information shows Mr J is also concerned about not receiving a courtesy car, and he raised this with Ageas on a few occasions. The policy terms and conditions say, "If you are using an approved repairer, you will be offered a small courtesy car to drive whilst yours is being repaired." So, while the terms and conditions make provision for a courtesy car, there are two key factors which determine eligibility. The first is that Mr J uses Ageas' approved repairer and the second is that a courtesy car will be provided while repairs are being carried out. In this case, and as the information shows, Mr J's car was initially deemed a total loss, so this didn't meet the criteria for a courtesy car. Following this, and after the point Ageas started considering whether a repair was possible, Mr J's car hasn't at any point had repairs carried out by Ageas' approved repairer. I can see this was explained to Mr J during calls with Ageas. So, I can't say Ageas have acted unfairly here.

I can see from more recent correspondence the parties are still in a position where the claim hasn't been progressed. Ageas say they still require Mr J to either provide a repair estimate from a garage who'll carry out the work or allow them to appoint their approved repairer. I can see however that Ageas did, in their complaint response, offer a third option – and that was for their engineer to attend to carry out a physical inspection of Mr J's car. I can see Mr J has informed our investigator he's prepared to allow Ageas' engineer to inspect his car and assess the damage, but he prefers to arrange the repairs through his own garage.

Ageas have explained they won't send their engineer in circumstances where Mr J wants to instruct his own repairer. They say the issue they have with this is that Mr J will then take his car to his own garage, and they will charge their own cost and rates. Mr J is concerned about the costs associated with appointing a garage to prepare a repair estimate and it's clear his preferred option is for an engineer to attend to carry out an inspection. As this event has arisen after Ageas' complaint response, I will leave it with Mr J to decide whether he wishes to complain about Ageas' decision not to arrange for their engineer to attend.

I can see Mr J has asked for our service to listen to telephone calls between him and Ageas. I have carefully considered Mr J's request, but I don't believe the calls will change my decision on the claims handling up to the point of Ageas' complaint response. I say this because I can see from the claim notes and the complaint response, Ageas did clearly explain to Mr J the options available to him to progress the claim.

Car being declared a total loss

I can see Mr J explained to Ageas he'd been informed his car had been declared a total loss and given a salvage category S. I understand this concerned Mr J as, around this time, there were discussions around repairing Mr J's car. Ageas have provided information which shows they referred the matter to their in-house total loss team as the assessment carried out by their system deemed Mr J's car a total loss. They say this marker was placed on Mr J's car as standard as they use it to check a car's history once it has been declared a total loss. Information provided by Ageas shows a salvage category was assigned following their system assessment and was then deleted.

So, given the information provided by Ageas which shows the process they followed, I don't think it was unreasonable for a salvage category to be initially assigned. And I do wish to reassure Mr J the information provided by Ageas shows this salvage category marker was then deleted.

I can see Mr J is also concerned about how the claim circumstances have been categorised. Mr J has provided a letter from the broker which shows the claim description as 'Multi Vehicle Collision'. Ageas say this has been recorded in this way by the broker because of the limited drop-down options they have. Ageas have provided evidence showing how the claim has been recorded on the Claims and Underwriting Exchange ("CUE") database. This

shows the claim circumstances have been accurately recorded, and it doesn't refer to a multi-vehicle collision. So, I can't say there has been any error here by Ageas.

Behaviour towards Mr J

I understand Mr J is concerned about what he feels was a change in behaviour of Ageas' staff towards him after he informed them about his disability and additional needs. I am sorry to hear Mr J feels there has been a change in behaviour but, from the information I've seen, I can't say staff at Ageas have acted unprofessionally towards Mr J, not accommodated his needs or otherwise treated Mr J differently. I do acknowledge Mr J provides examples such as asking him to send in a repair estimate and then asking him for another one. I do acknowledge this was frustrating for Mr J but, as mentioned above, I don't think it was unreasonable for Ageas to ask for another repair estimate. The information shows this was based on Ageas' engineer's concerns about some of the findings in the report rather than it being an attempt by Ageas to treat Mr J differently.

I do acknowledge the incident circumstances have been upsetting and frustrating for Mr J. But, my role here is to decide whether Ageas have acted fairly and reasonably when handling Mr J's claim – and for the reasons I've mentioned, I think they have. I wish to reassure Mr J I've read and considered everything he has sent in, but if I haven't mentioned a particular point or piece of evidence, it isn't because I haven't seen it or thought about it. It's just that I don't feel I need to reference it to explain my decision. This isn't intended as a discourtesy and is a reflection of the informal nature of our service.

My final decision

For the reasons I have given, it is my final decision that the complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 29 March 2024.

Paviter Dhaddy
Ombudsman