

## The complaint

Miss F had a car insurance policy with Ageas Insurance Limited. She says she made many attempts to contact it and that it didn't respond, thereby delaying the settlement of her claim.

## What happened

Miss F had a serious car accident in February 2023. Miss F reported the accident to Ageas's agent, as she wasn't aware she should contact Ageas. Her complaint about the agent's inaction, poor service and late referral to Ageas has been dealt with as a separate complaint. Miss F was eventually given Ageas's details and contacted it at the start of May 2023. She says she sent the images of the car and other details required by Ageas to it but heard nothing further. Miss F also says she tried to call Ageas many times but was unable to get through. So she sent emails to it requesting contact by email, so that calls could be arranged at set times. She says she didn't get any response, except the odd 'automated' message.

Ageas wanted to settle the claim in June 2023, and says it called Miss F many times, but got no response to its calls and messages - or to two letters it sent to Miss F by email. She says that in May 2023 she'd told Ageas not to call her, as she was away from home, at a location with no signal, but to email instead. But Ageas says it didn't get the email.

One of our investigators reviewed Miss F's complaint. She thought Ageas had acted reasonably, given its attempts to contact Miss F. She noted that Miss F wanted a refund of her premium, but she said the policy doesn't provide for that if a claim has been made on it. In response to further details provided by Miss F, the investigator said it wasn't sufficient to prove that she'd asked Ageas to contact her by email in May 2023. And she said any issues around the claim's settlement would have to be dealt with in a separate complaint.

Subsequently, I issued a provisional decision as follows:

*Miss F reported the claim to Ageas at the start of May 2023 and it has shown that it tried to call her twice later that month, without success. Miss F called Ageas on 2 June 2023, when she was asked to send in images of the car and other information, which she did.*

*Ageas's claims file shows it called her again on 19 June 2023 - by which time it had determined the car's value and wanted to offer her a settlement sum. Ageas says it sent the offer to Miss F in a message via her phone, as its calls weren't answered. The claims file shows that it called her after that twice in June 2023, once in July 2023 and once in August 2023 (when a voicemail message was left). Ageas called Miss F again in September 2023 (when it noted that her phone seemed to be abroad) and once in October 2023. And it emailed letters to Miss F on 31 May 2023 and on 19 September 2023, asking for contact.*

*Miss F has provided copies of emails she says she sent to Ageas - two in May 2023, two in June 2023, one that seems to have been sent in July 2023, two in August 2023, one in September 2023 and two in October 2023. Most of the emails refer either to the problems Miss F was facing in getting through to Ageas - or to her having sent emails to it with no*

response, and wanting contact from Ageas by email, in order to have calls with it booked in advance at specified times.

After the investigator didn't uphold Miss F's complaint, Miss F pointed out that she'd been at a temporary address (with no phone signal) since March 2023 - and that her emails asking Ageas for contact by email had either not been read or had been ignored. Miss F then provided a copy of an email to Ageas dated 8 May 2023 which provided her temporary address and asked for email contact rather than random calls- as she wouldn't receive them. The investigator asked Miss F for evidence that the email was sent, but Miss F was unable to provide it, due to technical difficulties with her computer. It appears Ageas didn't get that email, but it has shown it received all but three of the other emails she told us she'd sent.

Although there's no doubt that Ageas made many attempts to contact Miss F, most of them were calls to her phone, which weren't successful. It also left voice messages requesting contact from Miss F and an SMS message about the settlement offer in June 2023. I think Ageas should have realised that there was a problem in contacting Miss F by phone when she didn't respond to the first few calls and messages it sent. She'd told Ageas when she first contacted it that months had been wasted by its agent, and it knew she was keen to have the claim settled and to be refunded for the sums she'd paid out after the accident.

I think the lack of response to Ageas's message about the settlement in June 2023 - and Miss F's failure to respond to its calls that month - should have resulted in Ageas trying to contact her by email. But it seems no further contact with her was attempted from then until after she called for an update on 16 August 2023 and left a message. Ageas's response was to call her again and to leave another message. Prior to that, Ageas had received an email from Miss F on 13 August 2023 saying she'd heard nothing from it despite her earlier emails and asking for an update. It seems that email (and all Miss F's other emails) were ignored.

Miss F told us she got the odd automated email from Ageas. By that, it appears she's referring to one or both of the emails sent to her on 31 May 2023 and 19 September 2023. Both were standard emails, with no content relevant to Miss F's claim. Both had standard letters attached, which were requests to contact Ageas. There's nothing to show that Miss F got Ageas's first email. In relation to the second one, Miss F emailed Ageas two days after it was sent, saying she'd been calling and emailing it and had heard nothing back. So it seems she wasn't aware of the email at that time. She asked again (as she had done in August 2023) for a call to be arranged with her. Ageas has shown it received this email (and the one in August 2023) but it didn't act on them by emailing Miss F to establish what her circumstances were and to arrange a call.

It seems Miss F did get Ageas's September email, as she emailed it on 28 September 2023 to say she'd been trying to call it since she got its email. So she must have overlooked it earlier. Yet again, although Ageas received her email, it didn't respond to it. Instead, an advisor made yet another call to Miss F on 7 October 2023 - and yet again got no answer.

In my opinion, Ageas didn't do enough to ensure that Miss F's claim was dealt with promptly. I think it should have responded to the emails it received from her - by email. As it didn't, when there was an obvious problem in reaching her by phone, the claim was allowed to drag on for months after Ageas had decided to settle the claim in June 2023.

Miss F wasn't able to buy another car without the settlement sum, and she was also out of pocket due to the expenses she'd paid. I think as a result of the settlement being delayed, and by having to contact Ageas so often over several months, Miss F faced a great deal of upset, worry, and inconvenience. In my opinion, it would be fair and reasonable for Ageas to pay Miss F £300 compensation. I don't think it can be required to refund Miss F's premium, as she had the full benefit of the policy and Ageas settled her claim. And if Miss F is unhappy about the settlement, she'll have to raise that with Ageas as a new complaint.

I asked the parties to comment on my provisional findings. Ageas accepted them. Miss F thought the compensation should be higher. She said Ageas shouldn't have deducted the policy excess or a sum for the car's scrap value from the settlement. She also said she'd contacted Ageas and it hadn't made any changes.

### **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.

This complaint is about poor communication from Ageas, which meant that the claim dragged on longer than it otherwise would have done. I still think Ageas should have realised it should have contacted Miss F by email, especially after it offered to settle the claim, and she still didn't respond to its calls and telephone messages. But I think £300 is a reasonable sum to compensate her for Ageas's communication shortcomings. There's no evidence that it got Miss F's email in May 2023 saying she couldn't be contacted by phone. Had there been proof of that, I would have required it to pay her much more compensation. Unfortunately, she didn't highlight the issue in any of her other emails (or calls) to Ageas.

I know Miss F is unhappy with the way Ageas settled her claim. But that isn't what she complained to us about initially. She wasn't aware of the settlement offer for months after that. Our investigator advised Miss F to contact Ageas in the first instance if she had concerns about the settlement. I said the same in my provisional decision, as we can't review any settlement issues until Ageas has had the chance to comment on them.

In her response to the provisional decision, Miss F referred in passing to having emailed Ageas, and that it hadn't made any changes. It isn't clear whether her email was a complaint about the settlement. If so - and Miss F isn't happy with Ageas's response (or its lack of a response) - she can complain to us about that now. But if not, she needs to complain to it before we can look at the settlement issues she's raised.

### **My final decision**

My final decision is that I uphold this complaint. I require Ageas Insurance Limited to pay Miss F £300 for distress and inconvenience. Under the rules of the Financial Ombudsman Service, I'm required to ask Miss F to accept or reject my decision before 10 April 2024.

Susan Ewins  
**Ombudsman**