

## **complaint**

Mr K says Ageas Insurance Limited provided poor, delayed service to him when he claimed on his motorcycle insurance policy.

## **background**

Mr K's motorcycle was stolen in August 2014. When it was recovered there was damage to it. Ageas's approved repairer, 'Firm B' repaired it. In November 2014 Mr K said there was an oil leak from the motorcycle. Ageas agreed to pay for its repair, even though there was nothing to show it was related to the theft or the previous repairs. It also gave Mr K £100 for a delay on Firm B's part.

In March 2015, Mr K said the motorcycle had caught fire. Ageas agreed it could be examined at a dealership garage. The garage (and an independent engineer) couldn't find any sign of fire damage. There were no other faults either. However, the garage noted that some wiring wasn't done in its usual way and the battery needed replacing. Ageas agreed for the work to be done, although again, there was no link to the theft or the previous repairs.

In June 2015 Mr K said the motorcycle was leaking water and had two loose pipes. Firm B found the 'leak' was in fact condensation. The two pipes were *meant* to be loose. Mr K said the battery had a fault, but Firm B's checks over several days found no fault. Ageas got Firm B to waive the charge it would normally have made for returning the motorcycle to Mr K. Firm B then told Mr K there was a nail in his tyre. Ageas agreed to pay for a new tyre because it thought Firm B should have informed him earlier.

In July 2015 Ageas reviewed Mr K's complaint about its service to him and the delays he'd suffered. It accepted that some of the delays were avoidable and offered him a further £600.

Mr K wasn't satisfied with that, but our adjudicator thought Ageas had acted reasonably. He thought the compensation was fair and noted that Ageas had asked independent engineers to assess Mr K's motorcycle on several occasions. Ageas had also offered to look at any independent engineer's report from Mr K. It said it would consider whether any continuing problems with the motorcycle were caused by the theft or repairs.

Mr K asked for a review of his complaint by an ombudsman.

## **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 think Ageas investigated Mr K's complaint carefully and tried to put matters right for him. Currently it's looking at the independent engineer's report he provided recently. Ageas's award of compensation to Mr K was based on its view that 70 days of delays could have been avoided. That seems reasonable to me. Other delays were caused by suppliers and by the dealership garage Mr K used. Ageas can't be held responsible for those.

I appreciate Mr K was without his motorcycle for a long time. However, sometimes it was taken in when it seems there wasn't a fault with it. Again, Ageas can't be blamed for that, although it still had to pay for the inspections and testing that took place.

I think Ageas did all it could to ensure the motorcycle was in good working order. It paid for independent engineers to assess it on several occasions. It agreed to send it to a dealership garage, which would no doubt have charged far more than Firm B. It also made several gestures of goodwill towards Mr K, such as paying for the new tyre and battery, the fitting of those items and the re-wiring work. There's nothing to show that any of those were related to the theft or the original repairs. Ageas also gave Mr K the benefit of the doubt over the oil leak, which also seemed unrelated.

I don't doubt that Mr K found it difficult to be without his motorcycle. He's experienced a good deal of inconvenience, some of which was Ageas's fault. The adjudicator's already explained that we have to be fair to both parties. I think Ageas has acted fairly and reasonably in trying to put things right. Our awards for trouble and upset are usually moderate. Taking everything into account, I don't think we'd have awarded Mr K more than Ageas has already offered.

Ageas may decide to do more when it's considered Mr K's independent engineer's report. That will depend on whether it seems any faults with the motorcycle now are related to the theft or the repairs. I think that's a reasonable approach to take.

**my final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 7 January 2016.

Susan Ewins  
**ombudsman**