

## **The complaint**

Mr R is complaining Ageas Insurance Limited has settled a claim a third party made on his car insurance policy.

## **What happened**

Ageas contacted Mr R to say a third party was claiming he'd been involved in an accident with a parked car. Mr R disputed this as he said he was away at the time. Ageas responded to the third party to dispute liability. But the third party responded with two witness statements who held Mr R at fault for the accident.

Ageas discussed the matter with Mr R further. Mr R also acknowledged that he'd noticed white paint on his bumper but he said that was there before the incident. And he asked Ageas to send out an engineer to inspect his car. Ageas says the engineer tried to contact Mr R numerous times to arrange an appointment but couldn't reach him. Mr R says he waited in a number of times, but the engineer didn't turn up.

Ageas subsequently advised Mr R that, as the engineer wasn't able to arrange an appointment to inspect the car and, given the evidence the third party had provided, it had settled the third party's claim.

Mr R didn't agree with Ageas' decision and referred his complaint to this service. Since then, he provided a receipt for a physiotherapy session for someone and Mr R says he took them to the appointment, which was on the day of the alleged incident. So Mr R says this shows he wasn't in the area at the time of the accident.

Our investigator didn't uphold the complaint. He said this service doesn't look at who was at fault for an accident, but whether an insurer has acted fairly and reasonably. He said based on the evidence the third party had provided, he didn't think it was unreasonable it had chosen to settle the third party's claim. He acknowledged there was confusion over who was at fault for the engineer not inspecting the car. But he said, given Mr R didn't dispute there was white paint on the car and the third party's car was white, he didn't think the inspection would have changed anything.

Mr R didn't accept the investigator's opinion. He maintained he wasn't in the area at the time and he said the physiotherapy receipt he'd provided proved that. He also said it was the day before his wife's birthday, which is why he remembered where he was. He said the neither of the witness statements the third party provided could clearly remember what the registration number was.

Mr R was also unhappy his car was never inspected. He said an engineer should have inspected his car which would have revealed his car had never been involved in an accident.

As Mr R didn't agree with the investigator, he asked for an ombudsman to review the complaint.

## **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.

I've decided to not uphold this complaint and I shall now explain why.

I should first explain that it isn't this service's role to say who's at fault for causing an accident, as that is the responsibility of the courts. Our role is to look at whether Ageas has carried out a fair investigation, reviewed all the evidence it has and come to a reasonable decision.

Mr R's policy, like all other car insurance policies, allowed Ageas to take over and defend or settle a claim raised. And it has sole discretion as to whether to defend or settle the third party's claim. So it was entitled to settle the claim, on the best terms it thought fit. And it had the ultimate and final say in how to settle a claim. But it needed to exercise this right fairly and reasonably, taking into account everything both parties had provided.

I acknowledge Mr R is adamant he wasn't involved in the accident as he says he was elsewhere at the time. But Ageas is entitled to consider the likely outcome if the claim proceeded to court. I can see it asked Mr R a number of times to provide evidence he was elsewhere at the time, but he didn't provide this.

I don't disagree with Mr R that ideally Ageas should have inspected his car before settling the claim. I can see both Ageas and the engineer had difficulty in contacting Mr R. But, irrespective of this, I'm not persuaded an inspection of the car would have changed the situation. Mr R acknowledged early in the claim process that he found some white paint transfer which he'd rubbed off. And I'm conscious the third party's vehicle was white. So I think it's likely Ageas would have settled the claim even if had inspected Mr R's car.

Ultimately, Ageas has said the third party's witnesses were able to describe Mr R's car, give a partial description of his number plate, Mr R admits there was white paint transfer on the car and he hadn't provided anything to show he wasn't in the area at the time. So it chose to settle the claim on a without prejudice basis.

I acknowledge Mr R has since provided evidence he says shows he wasn't in the area at the time. But I need to assess whether Ageas's decision was fair based on the evidence it had at the time. And Mr R hadn't provided anything at that time to show he wasn't in the area.

I note Ageas has settled the claim on a without prejudice basis, so Mr R is free to pursue the claim directly himself if he chooses, or can present this evidence to Ageas to review. But, I'm satisfied Ageas did consider everything before doing so. And, ultimately, I can't say Ageas's decision to settle the third party's claim on a without prejudice basis was unfair.

**My final decision**

For the reasons I've set out above, it's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 7 December 2020.

Guy Mitchell  
**Ombudsman**