

The complaint

Mr R has complained about Ageas Insurance Limited's handling of a claim against his motor insurance policy.

What happened

Mr R was in an accident when he reversed his van into a motorcyclist (the third party). Mr R told Ageas about the accident but didn't make any claim himself. Ageas told Mr R he would be held liable for the incident. It later paid the third party's claim.

Mr R didn't think that was fair and brought his complaint to us. One of our investigators looked into it. She didn't think Ageas had done anything wrong. Mr R didn't agree so his complaint's been passed to me to decide.

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'm not going to uphold it.

While pursuing his complaint with Ageas Mr R's made a number of points. I've considered everything on file carefully. But in this decision I don't intend to address each and every point raised. Instead I will focus on what I see as being the key points following our investigator's assessment of the complaint.

Mr R reported the accident to Ageas. He told it he was reversing his van when it happened. He said he didn't see the third party in his mirrors as he was in his blind spot. Ageas told Mr R that as he was the one reversing he would be held liable for the accident. Mr R replied "alright". And on that basis Ageas accepted liability for the accident.

Mr R's since said that he has a hearing problem together with learning difficulties and didn't realise at the time he was accepting liability for the accident. He said he had no intention to do so. But given the circumstances of the incident, I don't think it makes a great deal of difference to the outcome whether Mr R accepted liability or not.

I should say that it's not my role to decide who's at fault for an accident. And, like all motor policies, Mr R's policy allows Ageas to settle claims as it sees fit. That means it doesn't require Mr R's consent to decide how to settle a claim and it may make a decision that he doesn't agree with. But I'll look to see whether or not it's done so reasonably.

There's no dispute that the accident happened while Mr R was reversing. He thinks it wasn't his fault because the third party was in his blind spot. However, as I understand it, all insurance companies I'm aware of will say it's the responsibility of the driver reversing to make sure the way is clear. The Highway Code reinforces this and says that, when reversing the driver should check any blind spots. And I think that means Mr R would be held liable – that is at fault – regardless of whether the third party was in his blind spot or not. So, even if Mr R had clearly disputed liability from the outset, Ageas would have always held him at fault

for the accident. It follows that I don't think that any misunderstanding about whether or not Mr R accepted liability for the incident initially affected the outcome.

Similarly, Mr R's said that Ageas didn't send anyone to inspect the damage to his van. Mr R says this would have shown that the third party was in his blind spot. But as I've said above, whether or not the third party was in Mr R's blind spot doesn't change the fact that, as the driver who was reversing at the time, it's Mr R's responsibility to make sure the way was clear. And as it wasn't Mr R would be held liable for the accident. So I don't think Ageas needed to inspect Mr R's van in order to settle the claim fairly.

Mr R also said that after the accident the third party drove away without swapping details. Mr R thinks that action was unlawful and affects the third party's claim. But the events that took place after the incident don't affect who was to blame for it. So, whether or not the third party drove away without giving Mr R his details doesn't change who was at fault for the accident. That would still be Mr R.

Mr R said he asked Ageas to involve the police. But Ageas had no reason to do that. As it's explained to Mr R, it's only responsible for dealing with the claim. And if Mr R wished to report the third party for what he considers to be a breach of road traffic law that is a matter for him alone to deal with.

Mr R added that the third party wouldn't have made a claim if he hadn't sought him out. Only the third party knows what his intentions would have been had Mr R not gone and found him. And Mr R said that the third party had taken pictures of his van – no doubt to capture the registration number – which would allow the third party to make a claim. But, whatever his intentions were the fact remains that the third party did make a claim, which Ageas, as Mr R's insurer, had to deal with. Ageas isn't responsible for the third party's actions after the accident. It's role was to decide a fair way to deal with the claim. That meant deciding who was most likely at fault for the accident and then settling the claim on the best possible terms it could. That's what it did and I think it did so reasonably.

Mr R's also disputed that the third party was injured or that the extent of his injuries warranted the compensation Ageas paid. He said he saw the third party in the days and weeks after the accident riding his motorbike. Mr R's added that if the third party's injury claim was genuine then he would have pursued that sooner, rather than it taking him several months to do so. But the fact that Mr R saw the third party continuing to go about daily activities doesn't mean that the third party wasn't injured or had exaggerated his injuries. Mr R simply can't know to what extent the third party was injured or how those injuries were affecting him simply by seeing him riding his bike.

Further, Ageas has experience of dealing with such cases. It will know that courts regularly award compensation to victims of accidents that have happened at low speed and where the claimants did not immediately report injuries at the scene but complained of those later. And, claimants have up to three years in which to submit an injury claim. So any delay in the claim process doesn't mean that it's not genuine. And, if the matter had gone to court there was always the chance that the claim could've cost Ageas significantly more than it settled it for. So, in those circumstances I think it was reasonable for Ageas to settle the claim as it did.

My final decision

For the reasons set out above 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 17 December 2021.

Joe Scott
Ombudsman