

The complaint

Mr H complains about how Ageas Insurance Limited (“Ageas”) handled a claim on his motor insurance policy.

What happened

Mr H had a motor insurance policy with Ageas covering his car.

In November 2021 he was involved in a collision with a third party on a roundabout and both cars were damaged. Mr H made a claim and said the other driver was at fault for the collision.

The third party claimed from their insurer and said Mr H was at fault.

Both insurers gathered information about the collision.

Mr H regularly called Ageas for updates.

In November 2022 Ageas told Mr H that it was likely that it wasn’t able to definitively say which party was at fault for the collision, so responsibility for the collision would be on a split basis.

Mr H wasn’t happy about this decision. He complained to Ageas about its service and that it had held him to blame for the collision. His motor insurance policy was due to renew and he felt his premium was high because he’s lost some of his No Claims Discount (NCD) and had an open claim.

Ageas didn’t uphold his complaint. It said it had acted fairly during his claim and the delays had been because both insurers had been gathering information. It said both drivers were disputing liability and the description of the collision was one driver’s word against the other. It said it would deal with the claim as being a split liability and Mr H’s NCD would be disallowed.

Mr H remained unhappy and brought his complaint to this service. Our investigator looked into Mr H’s complaint and didn’t uphold it. She said that the delays had been due to the insurers obtaining evidence, and that Ageas had acted fairly in deciding liability for the collision because there was no further evidence available.

Mr H didn’t agree with the view and asked that his complaint was reviewed by an ombudsman. So it has been passed to me to make a final decision.

I issued a provisional decision to give both parties the opportunity to consider things further. This is set out below:

I’m planning to uphold Mr H’s complaint in part.

It’s important that I say that I’m not intending to uphold the main part of Mr H’s complaint, about liability for the collision. But I also don’t think Ageas’ service has been good. I’ll explain

both of these points.

Liability for the collision

It's this service's role to see if Ageas acted fairly and reasonably in how it assessed liability for the collision. It's not our role to assess the collision itself and establish liability.

It's my understanding that the damage to Mr H's vehicle supports his version of events, in which he says he was hit from the rear. But it's also clear to me from Ageas's comments that the damage also supports the third party's version of events.

Ageas asked for further evidence about the collision, but none more was available. I can see it asked Mr H for some footage he said he had, but he'd not retained it.

In the absence of further evidence, if Ageas had maintained that Mr H wasn't at fault, then this case would likely have gone to court to be assessed. This would have brought further costs and delays to Mr H's claim. And I think it's fair to say that it's likely, without any further evidence, that the court would have taken a stance of splitting liability along the same lines taken by Ageas.

I can see that Mr H told Ageas he was willing to go to court about the decision, but Ageas's policy wording says:

"The Insurer will be entitled to take over and conduct at the Insurer's expense in Your name or in the name of any other person insured by this Insurance Document:

(i) the negotiation defence or settlement of any claim"

I understand Mr H's frustrations with this and I have read about his distress. But I don't think Ageas has acted unfairly in how it has approached and decided the split liability for the collision.

Claims service

A significant part of Mr H's complaint is about the delays in his claim. I can see that the collision happened in early November 2021 and liability was agreed in late November and December 2022. It's Ageas' position that it was waiting for further evidence from the third party which caused this claim to take this long to settle.

I've read Ageas's file about what went on during the claim and thought carefully about its response to Mr H that it was waiting for evidence.

I can see that Mr H was chasing Ageas monthly for progress from February to about July 2022, and then less often until November 2022. And I can't see that Ageas was actually dealing with correspondence during this period.

I say this because I can see that the third-party insurer asked Ageas for photos of the damage to Mr H's car three times, in March, June and September.

From what I can see, Ageas sent these photos in October. Having done this, Ageas seems to have then reviewed the claim within about two further weeks and discussed splitting liability with the third-party insurer.

Having looked at Ageas's claims log, it seems to me that it only acted on the claim when Mr H contacted it. And I don't think this is good service from Ageas.

I think Ageas should have done more to keep Mr H up to date, and I think by not doing this Ageas has added to Mr H's distress.

It's important that I say I don't think the claim was excessively delayed as liability claims can take a significant amount of time to resolve. But I do think there was some delay and Ageas contributed substantially to it by not sending the photos of the damage to the third-party insurer.

This delay seems to have been because it didn't have the photos from its repairer on its system. I can see that Ageas did chase the repairer, but still didn't get the photos or send them on to the third-party insurer.

Because I think Ageas reasonably caused a substantial part of the delay, I think it's reasonable to expect it to pay for some of Mr H's inconvenience.

I've thought about this carefully and considered this service's guidelines. I think Ageas should pay Mr H £200 for the distress and inconvenience I think it's reasonably caused. But I'm not going to ask it to pay towards his increased insurance costs because as I say above, I think it made a fair decision on liability.

Responses to my provisional decision

Ageas accepted my provisional decision. It said it had already paid the £200 compensation to Mr H.

Mr H didn't respond.

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.

As Ageas has accepted my provisional decision and as I've not heard further from Mr H, my final decision and reasoning remains the same as my provisional decision.

My final decision

It's my final decision that I uphold this complaint in part. I direct Ageas Insurance Limited to pay Mr H £200 for his distress from its poor communication and delays it caused during his claim. It's my understanding that this amount has already been paid.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 12 July 2023.

Richard Sowden
Ombudsman