

The complaint

Mr L has complained about Ageas Insurance Limited's decision to settle a third party claim as a fault claim under his van insurance policy.

What happened

In July 2022 Ageas received a claim from a third party who said an incident happened involving Mr L's van. The driver fled the scene.

Ageas contacted Mr L by letter, phone, email and text message in July, August, September and November 2022. It didn't hear from Mr L and so in November 2022 it wrote again and told Mr L it would have no alternative but to agree to settle the third party claim.

Mr L said he received letters and calls from Ageas but he ignored them as he said he wasn't involved in an incident. He believed the communication was a potential scam.

In June 2023 Mr L complained to Ageas. He wanted it to remove any record of the claim. He was unhappy that his premium was higher as a result of the impact of the claim and the reduction in his No Claims Discount (NCD).

Ageas didn't uphold Mr L's complaint as it said it acted correctly.

Our Investigator didn't recommend the complaint should be upheld as he thought Ageas hadn't done anything wrong.

Mr L says he believes his van may have been cloned. He says he is making enquiries about this. Mr L contacted the police and they confirmed there is an available report from the incident, but his insurer will need to request it. So Ageas has contacted the police to obtain the report.

Ageas said it will consider any new evidence which – if it changes the outcome – means it will look to remove a record of the claim.

The Investigator thought this was fair.

Mr L didn't agree and wants an ombudsman to decide. He says he has provided sufficient evidence to show he wasn't there when the incident happened.

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'm satisfied from the copy letters and Mr L's testimony that Ageas made him aware of the third party claim and contacted him a number of times to obtain his version of events. I appreciate that Mr L says he ignored the letters and calls as they weren't from his broker – and he says he wasn't involved in an incident on the day in question – but I don't think Ageas did anything wrong here.

As Ageas didn't hear from Mr L, it settled the claim in line with what it is entitled to do under the policy. I'm satisfied Mr L was given many opportunities to assist Ageas with its investigation into the claim.

The third party provided a photo of the damaged van from the scene. The make and model of the van matches Mr L's van. The last digit of the registration plate isn't showing in the photo, but the remaining digits match Mr L's van. The third party provided the full registration details which match Mr L's van.

As Ageas didn't receive anything from Mr L within the reasonable timeframe it set, I don't think it acted unreasonably in deciding to settle the third party claim with the information available to it.

I understand there may be new evidence in the form of a police report from the incident which Ageas has paid the Police to obtain. And Mr L says he is making his own enquiries into the possibility that the registration plate of his van may have been cloned.

If or when any new evidence is available, Ageas said it will reconsider its decision. I think this is fair and reasonable. So Mr L is free to provide any additional information he wants Ageas to consider directly to it.

But based on the information Ageas had up until the point it decided to settle the third party claim, I think it reached its decision reasonably and in line with the policy. So I'm not asking it to remove a record of the incident against Mr L's name.

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 L to accept or reject my decision before 29 February 2024.

Geraldine Newbold
Ombudsman