

The complaint

Ms N complains about the way Ageas Insurance Limited (“Ageas”) investigated a claim and decided liability for a claim under her car insurance policy.

What happened

Ms N had a car insurance policy with Ageas.

In January 2022 she was involved in a collision with a third-party vehicle that was a taxi. The collision was at a busy junction.

Ms N reported the collision to Ageas.

Ageas assessed her claim and thought it would be settled as 100% Ms N’s fault. Ms N disagreed and provided further details. Ageas re-assessed the claim and thought the best result would be 50/50. It told Ms N this was its approach.

Ageas and the third party agreed the outcome on this basis.

Ms N wasn’t happy with this and she complained. She didn’t agree with the claim being settled 50/50. She also said Ageas hadn’t kept her up to date. She also said she’d been told by Ageas that she’d keep her No Claims Discount (NCD).

Ageas said it’d told Ms N about what was happening with her claim. It also explained that the third party had a witness who it believed supported the third party’s version of events. It still thought 50/50 was the best outcome it could reasonably expect.

Ms N remained unhappy and brought her complaint to this service. Our investigator looked into it and thought it wouldn’t be upheld. She thought Ageas had updated Ms N when it should have, and it’d explained why it’d taken the approach it did.

Ms N didn’t agree with the view. Because she didn’t agree, her complaint has been passed to me to make a final decision.

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 not upholding Ms N’s complaint and I’ll explain why I’ve reached this decision as I appreciate it will be a disappointment for Ms N.

It’s important I say it’s not this service’s role to determine who may be liable for a collision. But what I can do is decide whether I think Ageas investigated Ms N’s claim fairly and reached a reasonable outcome.

I’d also like to reassure Ms N that I’ve read all of the file even if I won’t refer to it all here. This is in line with the informal nature of this service.

I've looked at a timeline detailing the events that took place during Ms N's claim. I understand from her correspondence that she found the collision very distressing. I've looked carefully at the site of it and I can see it was a busy location in a major city. There are multiple exits to the junction, which vary in width and capacity.

Ms N said she was beside the taxi at traffic lights. They both set off and the taxi moved forwards and left across her lane as she tried to position her car to drive forwards and slightly to the right. The vehicles collided.

I can see from the file that Ageas initially thought it was likely Ms N was going to be held liable for the collision. But it later changed that assessment following several messages from Ms N. It agreed to try for a 50/50 settlement, which was the one finally achieved.

Ms N has said she wasn't told about this decision but I can see Ageas told her about it and she did reply to that notice. So I don't agree that Ageas didn't tell her about this. I've also looked at Ageas' other correspondence with her and I think it kept her reasonably up to date.

I think it's important I say that Ms N could have asked Ageas for clarification at any time about the 50/50 aspect, but I can't see that she did this.

I do appreciate that Ms N is adamant that she wasn't responsible for the collision. But the evidence available to both Ageas and the third party doesn't seem to agree with her own assessment. Ageas changed its position on liability and I think this shows it acted fairly and in line with her requests. I've said above that I think Ageas did keep her up to date and told her about the approach it was proposing taking, so I think it's fair I say that Ageas acted reasonably throughout her claim.

Ms N has also complained about her losing some of her NCD because the claim was settled at some fault to her. Ageas told Ms N that:

"If we are successful in settling on a split liability basis we would still be liable for a portion of the Third Party claim and your policy would still be affected in the same manner as if we dealt on a 100% basis."

So, I think Ageas did reasonably tell Ms N there'd be some impact to her NCD.

Ageas explained that a court was likely to take accept the final position they'd proposed to the third party. Ageas will have vast experience of taking claims like this through the legal system and I think its assessment and handling of Ms N's claim is fair.

It's important I say that at no point did Ageas think Ms N would escape responsibility for the collision. So the claim would always be recorded on her policy as 'fault'.

It follows that I think Ageas handled Ms N's claim fairly and reasonably and reduced her NCD in line with the policy. So I'm not upholding this complaint and I'm not going to ask Ageas to do anything more.

My final decision

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 Ms N to accept or reject my decision before 4 July 2024.

Richard Sowden
Ombudsman