

The complaint

Mr F complained about Ageas Insurance Limited. He isn't happy about the way it settled a claim under his motor insurance policy.

What happened

Mr F's car was hit by an unknown driver when his car was parked and unattended. He made a claim under his motor insurance policy, but he wasn't happy about the way the claim was marked against him as a '*fault claim*'. So he complained to Ageas and then this Service about this.

Our Investigator looked into things for Mr F but didn't uphold his complaint. Although he sympathised with the position Mr F had found himself in he didn't think Ageas had done anything wrong. He explained to Mr F that if an insurer isn't able to recover its costs from a third-party then a claim is marked as '*fault*' so Ageas hadn't acted unfairly in marking the claim the way it had.

As Mr F didn't agree the matter has been passed to me for review.

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 can understand Mr F's frustration as he hadn't done anything wrong here as his car was hit by another car and the driver didn't identify themselves. But, as our Investigator explained, as the other driver couldn't be traced Ageas couldn't recover its costs and so the claim was recorded as '*fault*'. So, although I know this will come as a disappointment to Mr F, I don't think Ageas has done anything wrong as it has simply recorded the claim in line with standard industry practice.

It is a pity the driver of the other car didn't leave their details behind after the incident as Ageas could have pursued the costs incurred from their insurer. Had this have happened then the claim could have been marked '*non-fault*' as opposed to '*fault*'. As our Investigator explained the recording of the matter as a '*fault claim*' doesn't mean that Mr F was in any way to blame for the accident, after all his car was parked and he was not involved in the incident, it just means the costs couldn't be recovered from the third-party who was to blame.

Any claim, '*fault*' or '*non-fault*' will have an impact on future premiums, but it is always likely that a '*fault*' claim will impact risk more heavily. And in this instance the claim has affected Mr F's no claims discount. However, as Ageas have recorded the incident correctly I don't think it has done anything wrong here.

I note that there was a possibility of gaining CCTV from a nearby shop, and there was some confusion surrounding this – Ageas suggested Mr F said there wasn't any CCTV available while Mr F has told this Service that they wouldn't release it to him. I can't be sure what was or wasn't said at the time from the information before me, and I can't be sure the CCTV was

facing the right direction or would have picked up the other driver in any event. I understand Ageas has paid Mr F £100 compensation in acknowledgement of some of its failings and poor service here. And I think this feels fair in the circumstances.

Given all of this I don't think Ageas has done anything wrong in recording the claim the way it has given the third-party didn't stop and couldn't be identified. I know this will come as a disappointment to Mr F, but I'm not upholding his complaint.

My final decision

It follows, for the reasons given above, that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 26 October 2024.

Colin Keegan
Ombudsman