

## **The complaint**

Ms S complains about how Ageas Insurance Limited trading as ageas (“Ageas”) handled a claim on her car insurance policy.

## **What happened**

Ms S had a car insurance policy with Ageas.

In September 2023 Ms S collided with a third-party vehicle when she drove lightly into the back of it. She contacted Ageas and made a claim. She said her own car wasn’t damaged.

Ageas assessed that Ms S would be held at fault for the collision. It reduced her No Claims Discount (“NCD”) from six to three years. It settled the third-party claim.

Ms S wasn’t happy about how Ageas handled the claim. She didn’t agree with the amount it’d paid out for the third party’s repairs. She said the claim had affected her premium substantially at renewal. She said Ageas had been grossly negligent when it’d lost claims information she sent to it, then asked for some information seven months later. And she said Ageas had delayed her claim substantially and sent her a letter she found threatening.

As she remained unhappy, Ms S brought her complaint to this service. Our investigator looked into it and thought it wouldn’t be upheld.

Ms S didn’t agree with the view and asked that her complaint was reviewed. 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.

Having done so, I’m not upholding Ms S’s complaint as I think Ageas has acted fairly throughout Ms S’s claim. I’ll explain why I’ve reached this decision.

I’ve looked at the various parts of Ms S’s complaint and will deal with them separately for ease. I won’t respond to all the points raised, but I’d like to assure Ms S I’ve considered all of the information on file. This is in line with this service’s informal approach.

### ***No Claims Discount***

Following the claim, Ms S’s NCD was reduced from six to three years. She wasn’t happy about this, as she considered the collision to be a small one causing only a scratch to the third-party’s bumper. I can see from the file that Ms S admitted causing the collision and that damage was caused, although I do appreciate she disagreed with the extent of that damage.

I’ve looked at Ageas’ policy wording that sets out the NCD scale. I can see that one fault claim would reduce Ms S’s NCD from six to three years.

There's no consideration of the size of the claim – only that the Ageas' insured person was judged at fault for the claim. Ms S has admitted she caused the collision, and so it's fair to say she was at fault. Ageas reduced her NCD in line with its wording, and I think its decision is fair.

### ***Renewal price***

Ms S found that Ageas offered her a renewal price that was about triple her previous premium. It said this was the best price it could offer her as the claim was still of an 'open' status. From the information I have, Ms S declined Ageas' offer and placed her business elsewhere.

It's important Ms S understands that any claim will likely have an impact on her renewal premium. That's because insurers like Ageas will use claims history as a key pricing factor. So, because the claim wasn't settled, because the third party's insurer hadn't responded to Ageas' requests for information, Ageas had to give Ms S the best renewal offer it could.

I appreciate this price wasn't to Ms S's liking, but she was able to take advantage of the market and place her business with another company. This is her right. But I can't say Ageas acted unfairly or unreasonably in how it carried out her renewal.

### ***Claims service***

I can see from the file that Ageas has a link to the third-party insurer ("TPI") to allow them to share claims details rapidly. But in this case, because Ms S had said there was pre-existing damage on the third-party vehicle, Ageas had to ask the TPI for a report on the car, and details of what it'd repaired. In other words, a less automated approach needed to be taken.

The initial request was about three weeks after the collision. The TPI sent incomplete information in early February 2024, some four months later, and Ageas continued to chase it up. Ageas finally received this report from the TPI in April 2024. It assessed and settled the claim within a month.

I've thought carefully about this. Ageas was waiting for the third party to respond for a long period, and I can possibly say it should have chased the TPI sooner. But the TPI had no obligation to respond, so I can't fairly say the outcome for Ms S would have been any different even if the responses would have come back earlier and more complete.

When it received the information, Ageas thought that some of the damage shown might have been pre-existing and it asked Ms S for photos of her car to check. But Ms S had sold her car. Ms S wasn't happy about this and said it showed that Ageas had lost information.

But I don't think Ageas acted unreasonably. Ms S had admitted causing some level of damage when she hit the third party. Ageas then finally received images of the car being repaired some six months later. Ms S was adamant that there was pre-existing damage, so Ageas asked for pictures of her own car.

What Ageas was probably trying to understand whether it had grounds to reject some of the third-party claim by comparing photos, and I think its request is reasonable. Ms S has said she thinks this means that Ageas was negligent and had lost information about the claim, but from the file I have I don't agree as there's no evidence showing this.

In later correspondence with this service, Ms S has also said she found Ageas's wording of a letter somewhat aggressive in a legal sense. I can't see that Ms S has raised this as an issue with Ageas, but as it's been mentioned in the view, I think it's fair I also deal with it

here.

The wording of the letter says that Ageas has settled the third party claim because it didn't have any evidence that any part of that claim wasn't valid.

What this would mean that, if Ageas challenged some part of the third party's claim, Ageas thought it would be likely that the TPI would take legal action. This legal action would be in the name of the 'Third Party v. Ms S', which is why Ageas told Ms S what it did. I hope that helps Ms S understand the implications of her colliding with the third-party vehicle.

Having read the file of information, I don't think Ageas has acted unfairly or unreasonably in how it's dealt with Ms S's claim and renewal, or how it's communicated with her. So, it's my final decision that I'm not upholding this complaint.

### **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 S to accept or reject my decision before 15 November 2024.

Richard Sowden  
**Ombudsman**