

The complaint

Mr L has complained about Ageas Insurance Limited. He isn't happy about the way it settled a claim, on a split liability basis, under his motor insurance policy.

What happened

Mr L was involved in a motor accident when his wing mirror was struck by another vehicle, travelling in the opposite direction, on a narrow road. When he made a claim under his insurance Mr L provided evidence from his in-car cameras which showed that the other car was close to the centre line of the road both before and after colliding with Mr L's car. As a result, he felt that the other driver was wholly responsible for the accident.

When it came to settle the claim Ageas made the decision that it should be on the basis of split liability. Mr L complained about this decision, arguing that his photographic evidence showed that the other driver was entirely to blame. He felt that in the circumstances of the accident it was unfair for him to have a fault claim recorded against him which could affect the future cost of insurance. Ageas said that the evidence showed that the other driver had stayed in his own lane and as a result it couldn't conclude that he should be held entirely responsible for the collision.

Mr L complained to this service and the issues were considered by an investigator. They concluded that Ageas had not acted unfairly in how it had settled Mr L's claim because the evidence didn't show that the third party was entirely to blame for the accident and the contract of insurance gives Ageas the right to settle the claim as it thinks appropriate.

Mr L remains dissatisfied with the outcome so the matter has been passed to me.

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.

My decision is that I do not uphold Mr L's complaint. I understand Mr L's frustration with how the claim was considered. He is clear that he wasn't at fault for the accident and that there was enough evidence to support his position. But having considered all of the details here I believe that Ageas hasn't treated Mr L unfairly.

Ageas have dealt with some customer service aspects of their handling of the claim under a different complaint. This complaint, and my decision, deals specifically with its decision on liability.

This is a case in which both parties are insured by Ageas so it does not have the difficulty of having to reach agreement with another insurer about who pays what to settle the claim. But it does have a responsibility to act fairly and in the interests of both parties in how it records the claim in its own records and in the industry-wide Claims and Underwriting Exchange (CUE). As Mr L is aware, having a fault claim recorded against a driver can have an impact on future insurance applications and a possible increase in premiums.

This Service's general approach is that we expect insurers to make a reasonable assessment, based on a clear understanding of the evidence and the circumstances of the accident.

It's clear from Mr L's photographs that the other car was very close to the central line, and in fact, touching the line in the photograph showing its position immediately after the collision. And I agree with Mr L that it's also clear that a car which had previously passed him was further away from the central line. Mr L feels that this is enough to show that the car that hit his could have been further across, allowing them to pass safely. I can see from the correspondence that Mr L feels some frustration with Ageas' reference to the other driver not having crossed the central line as Mr L hadn't claimed that to have happened. I think Ageas' focus on this issue alone has caused some confusion.

I believe what Ageas sought to convey was that if the other car had crossed the line then it would be easier to conclude that it was entirely at fault. With that not happening there would need to be some other evidence that the other driver was entirely at fault to not record the liability as split between the two parties.

The fact remains that in order to have made contact with each other, both Mr L and the other driver, must have both been close to the central line. The evidence doesn't show Mr L's exact position, nor any road conditions which might have required him or the other driver to be so close to the central line at the actual point of impact. As a result I agree with Ageas that in all of the circumstances it isn't possible to conclusively say that the other driver was entirely at fault for the collision. It might be that the other car was closer but I don't believe that this is enough, or that there is sufficient evidence, to argue that Ageas' decision to settle on joint liability is wrong, or unfair.

I know that Mr L will find this outcome frustrating. But I am satisfied that Ageas has acted fairly in how it has recorded this claim.

My final decision

For the reasons given above I do not uphold Mr L's complaint against Ageas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 27 November 2024.

John Withington
Ombudsman