

## **The complaint**

Mrs S complains about how Ageas Insurance Limited (Ageas) handled and settled a claim she made on her motor insurance policy.

## **What happened**

Mrs S holds a motor insurance policy with Ageas. When she was involved in an accident she made a claim for the damage.

Ageas accepted the claim, but Mrs S complains about how it was settled. She's not happy Ageas settled the claim as a fault claim on her policy – she feels strongly that she wasn't at fault because the other driver was driving too fast and had admitted to not seeing her. She says she chose to use her own repair and tried to help Ageas by choosing the repairer with the lowest quote but doesn't think Ageas has helped her.

She's also unhappy with how her claim was handled, with delays in receiving the CCTV footage from Ageas and issues accessing it and clearly being able to see the incident. Mrs S didn't think she'd received the standard of service she could expect and thought this was because the call handlers were discriminating against her on account of her age.

Ageas didn't uphold Mrs S's complaints. It said it was entitled to decide how to settle the claim, that it had paid what Mrs S had asked it to fix her car. It didn't think it had treated her unfairly in how it handled the claim.

Mrs S didn't agree and brought her complaint to us.

Our Investigator didn't recommend it be upheld. She thought the way Ageas settled the claim was reasonable, and something it was entitled to do. She acknowledged there were challenges in accessing the CCTV footage but didn't think this was anything Ageas needed to compensate for. She didn't think Ageas had treated her unfairly and so didn't think it had discriminated against her.

Mrs S remained unhappy and asked for an Ombudsman's 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 it. I'll explain why.

Mrs S's policy with Ageas, like most motor insurance policies contains a term which says Ageas can "*Carry out the defence or settlement of any claim...*". This means the final say on how a claim is settled lies with Ageas and it doesn't need agreement from Mrs S to settle any particular way. Naturally, this may lead it to make a decision Mrs S doesn't agree with.

In order to rely on this term though, it needs to conduct an appropriate investigation into the claim and base its decision on the available evidence. Here, I'm satisfied it's done that. It's

based its decision not only on CCTV footage of the incident – which isn't all that clear – but also on the description of the incident from both Mrs S and the other driver involved.

I understand Mrs S feels strongly that she wasn't at fault. And she thinks the other driver was travelling too quickly and admitted to not seeing her. But Mrs S was reversing out of a bay parking space onto a road. Ageas has said the greater responsibility was on her as the party carrying out a manoeuvre as opposed to the third party already established on the road she was reversing on to. I'm satisfied that's a reasonable decision.

I also don't find that the service Mrs S received warrants any compensation from Ageas. I can see there were issues in accessing the CCTV footage, but I'm satisfied Ageas tried to assist Mrs S in accessing it. There were occasions where Mrs S wanted to speak to her case handler and wasn't able to, but while frustrating, I don't find Ageas needs to compensate for this.

I understand Mrs S has said she feels discriminated against on account of her age. It's not my role to make a finding on whether Ageas breached The Equality Act 2010. But I've not seen anything on the file which shows Mrs S was treated unfairly, and so it follows that I don't think Ageas discriminated against her.

I can understand why Mrs S is disappointed with Ageas. She's said she chose the lowest repair estimate to limit Ageas' costs on the claim and she doesn't think Ageas has returned the favour and acted against her best interest by settling the claim as a fault claim, which has meant her premium has increased. But as explained above, I don't find that Ageas acted unfairly in either its handling or settling of this claim.

### **My final decision**

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 15 April 2025.

Joe Thornley  
**Ombudsman**