

The complaint

Ms B is unhappy with the service she received from Ageas Insurance Limited (Ageas) when a third-party claim was made against her car insurance policy.

What happened

Ms B held car insurance underwritten by Ageas. In December 2022 she contacted Ageas to report a motor incident she'd been involved in with a third-party car. Ms B said there was no damage present to her car, and she didn't want to make a claim. And she told Ageas the third-party had exaggerated the amount of damage sustained in the incident.

Later, the third-party (insurer) made a claim against Ms B's policy. Ageas questioned the costs involved in settling the claim. But based on the information it received about the accident, it felt it couldn't defend it. So, it settled the claim as a 'fault' claim against Ms B's policy.

In 2024 Ms B was looking to arrange alternative car insurance. Whilst doing so, she became aware Ageas had recorded a fault claim against her policy. Ms B complained. She said she only contacted Ageas in December 2022 for advisory purposes only and didn't intend to make a claim. She says she wasn't informed the claim had been settled against the policy.

Our Investigator considered the complaint and thought it should be upheld. He said it wasn't unreasonable for Ageas to record the claim made against Ms B's policy the way it did.

But he felt the service Ms B received during the claims process was left wanting. So, he recommended Ageas pay £100 in compensation for the trouble and upset caused. Ageas accepted our Investigators findings, but Ms B disagreed. She asked for an ombudsman to review the complaint.

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'd like to reassure the parties that although I've only summarised the background to this complaint, so not everything that has happened or been argued is set out above, I've read and considered everything that has been provided.

There are several main issues with Ms B's complaint within the overall handling of the claim by Ageas, including its communication with her. These also include Ageas recording of the claim made against the policy.

Firstly, I recognise the strength of what Ms B has told us (and Ageas) about the circumstances of the accident. And I don't doubt her feelings on the matter. But it's not the role of this Service to determine liability for an accident and whether a claim should be deemed a fault claim (or non-fault claim). It's to decide whether Ageas acted fairly in the circumstances of – and following – the incident.

Ms B's policy terms, like in most car insurance policies allow Ageas to take over and conduct, in her name, the defence or settlement of any claim. The policy allows it full control of proceedings and to progress them however it thinks best. This means it might take an action or a decision Ms B disagrees with, but the policy allows it to do so. I can consider if Ageas acted fairly and reasonably when doing so.

Looking at the evidence available about Ageas' decision to deem Ms B at fault, I can see Ms B contacted Ageas to notify it of the incident and to give her version of events. She said she was parking her car between two cars and hit the third-party bumper, although she explained there was only minor contact. She confirmed there was no damage to her car, and she questioned the level of damage sustained to the third-party. Ageas said it would log the claim and await to hear from the third-party.

Soon after, the third-party contacted Ageas to report the claim. And it deemed Ms B liable for the incident. But I can't see Ageas informed Ms B about this or offered her an opportunity to provide more information, which given the circumstances I think it should.

But based on Ms B's concerns about the amount of damage being claimed for, Ageas proceeded to defend Ms B by questioning the claim costs involved. And it asked the third-party for an inspection report to determine whether the damage being claimed for was accident related. Ageas considered this report which showed the level of damage consistent with the accident Ms B reported. As it couldn't disprove the damage being claimed for, it admitted liability and settled the claim on a fault basis.

As I set out above, it isn't my role to determine liability for the accident but to conclude whether Ageas acted reasonably in reaching its decision. Based on the fact Ms B confirmed she was driving and hit a parked car, along with an inspection report confirming the level of damage sustained was consistent with Ms B's version of events, I don't think it was unreasonable for Ageas to accept liability and settle the claim on a fault basis.

Ms B says Ageas failed to update her throughout the claim. And because of this she couldn't provide further evidence to support her position. Although Ms B hasn't confirmed exactly what evidence she wanted to provide Ageas with, I'm aware she's mentioned there was a witness who saw the incident who would have been able to corroborate her version of events.

Whilst I appreciate Ms B's point of view on the matter, and I agree, Ageas failed to provide her with an opportunity to provide any supporting evidence in defence of the claim, it seems unlikely a witness statement would have materially changed the outcome. That's because Ms B had already confirmed her involvement - and the witness statement would simply have supported that.

Although Ms B is frustrated Ageas covered all the repair costs, she did admit to hitting the third-party car. So, it seems more likely than not Ageas would have always paid some of the repair costs, and a fault claim would have still been recorded against her. It follows, I don't think Ageas acted unreasonably in the way it settled the claim.

I have sympathy for Ms B's complaint about the poor communications from Ageas. She's particularly unhappy she wasn't notified the claim had been settled against the policy. I haven't detailed everything here – but I've considered everything Ms B has said about the impact on her.

Ageas admit that at the point it decided to concede liability it should have contacted Ms B and confirmed its decision. And I think it must've come as a shock and disappointment to Ms

B to find out the claim had been settled without her knowledge. Our Investigator previously recommended Ageas pay £100 compensation – which Ageas agreed with. But overall, I'm satisfied £150 is a more suitable sum to recognise the impact of Ageas poor communications and impact caused.

My final decision

For the reasons provided, I uphold this complaint. I direct Ageas Insurance Limited to pay Ms B a total amount of £150 in compensation for the trouble and upset caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 24 April 2025.

Adam Travers
Ombudsman