

The complaint

Mrs S says that when she made a claim on her motor insurance policy with Ageas Insurance Limited it wrongly found her liable for an accident and should have paid her more for her car.

What happened

Mrs S told us that dashcam evidence showed the driver of the other car to be at fault for the accident and that Ageas should have contested liability. She said it had paid her a paltry sum for the car, and she was concerned about her no claims discount ('NCD') being affected and her premiums rising as a result of the fault claim on her policy.

One of our Investigators reviewed Mrs S's complaint. He thought it was reasonable for Ageas to conclude that the named driver on the policy (Mrs S's husband, Mr S) didn't give way to a car on the main road. He also thought Ageas's settlement offer for the written-off car was reasonable. As only one of the national valuation guides quoted a price for it (given its age) he thought it was fair for Ageas to rely on market examples.

Mrs S asked for a review of her complaint by an ombudsman, and it was 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.

In my opinion, the dashcam footage shows that Mr S drove out of a side road onto a main road, where the other car was already established, and where the collision occurred. So I can see why Ageas thought the footage didn't support Mrs S's view of liability for the accident. I think it was reasonable for Ageas to decide it couldn't argue that the other driver was to blame. Unfortunately, Mrs S's NCD and her premiums are likely to be affected by the fault claim, but I don't think Ageas acted unreasonably on this issue.

Mrs S wasn't happy that the car was declared a total loss. But the car wasn't roadworthy after the accident, due to the damage done to it, and Ageas's engineer estimated that it would cost Ageas around £2,500 to repair. Insurers don't normally pay to repair cars if the cost of repair is likely to be over 60% of the car's market value.

We normally rely on the figures provided by the national valuation guides to review the likely market values of cars, but in this case, as only one gave a figure for the car, I think it was fair for Ageas's engineer to look for cars available on the market as comparators. The average of all six adverts the engineer reviewed (three for cars from the same year of manufacture as Mrs S's car, and three from the following two years) was just over £2,100. The engineer said £2,500 was the car's base market value, which I think was fair. And I think it was reasonable for Ageas to then make a deduction of £500 from that sum for the previous damage to the car's tailgate, as that would have reduced its pre-accident market value.

The deduction for the policy excess was £375, so the sum available to Mrs S would have been £1,625, had she decided not to retain the car. I think it was reasonable (and in line with standard industry practice) for Ageas to deduct £500 for the car's salvage, as it would otherwise have been paid that sum for it by a salvage firm. That meant Mrs S's settlement offer was only £1,125. Although I can see why that seemed paltry to her, I think Ageas has explained how it arrived at that figure and why it was reasonable.

The car is of sentimental value, so the damage caused to it in the accident must have been upsetting for Mrs S – especially when the other driver wasn't held to be at fault and the car was written off. Although I sympathise with her, as I don't think Ageas acted unreasonably either in deciding on liability or in settling her claim, I can't uphold Mrs S's complaint.

My final decision

My final decision is that 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 9 July 2025.

Susan Ewins

Ombudsman