

The complaint

Mr and Mrs B complain about how Ageas Insurance Limited settled a claim they made on their motor insurance policy.

What happened

In April 2024, Mr and Mrs B were involved in an accident in a car park. Both Mr and Mrs B are covered under the policy, but at the time, Mr B was driving. Mr and Mrs B's car sustained minor damage. Details were exchanged at the scene. The following day, Mr and Mrs B received a call from a company representing the third party driver, asking for their version of events.

Ageas subsequently accepted the claim, but Mr and Mrs B were unhappy about liability being settled on a 50:50 basis with the third party driver. They were also unhappy about the value of the claim for repairs and car hire.

Mr and Mrs B complained to Ageas but were not satisfied with the response, so came to the Financial Ombudsman Service. Our investigator didn't uphold their complaint, concluding that Ageas' investigation into the claim and settlement decisions were reasonable.

Mr and Mrs B have asked for an ombudsman to review everything and issue 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 this complaint. I appreciate this will be unwelcome news for Mr and Mrs B and I'm sorry about that. I'll explain my reasons, focusing on what I think are the key issues. I've fully reviewed the file and considered the representations Mr and Mrs B made after our investigator's assessment. So if there's something I haven't specifically mentioned, it's not because I haven't seen and thought about it. Rather, I don't consider it changes the outcome.

Liability

Like most motor insurance policies, Mr and Mrs B's policy 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 Mr and Mrs B to settle the claim in any particular way. This can lead to disputes, as is the case here. But to rely on

the term, Ageas needs to conduct an appropriate investigation into the claim and base its decision on the available evidence. I'm satisfied it's done that.

Ageas's decision was based on CCTV footage of the incident which shows both vehicles reversing into each other. It also took into account a call recording from the third party driver's agent. Mr B was asked to give his account of the accident during the call and admitted liability. I appreciate Mr and Mrs B may not have been entirely clear who they were speaking to, but this doesn't negate what Mr B said.

In these circumstances, and facing the prospect of legal action which would likely incur significantly higher costs, I think Ageas' decision to settle the claim on a 50:50 basis was reasonable.

I understand Mr and Mrs B are also unhappy about Ageas reporting information about the claim to the Claims & Underwriting Exchange database. The majority of insurers are signed up to the database, the purpose of which is to identify misrepresentation and prevent fraud. Insurers have a duty to report information accurately. In Mr and Mrs B case, I don't see the external reporting of a legitimate insurance event as unreasonable.

Value of claim

I can appreciate Mr and Mrs B concerns about the value of the claim, particularly when there was minimal damage to their vehicle.

I've reviewed the evidence provided regarding costs. I've seen an engineer's report which details the damage to the third party vehicle and estimated cost of repairs. The damage outlined is consistent with the evidence about the collision from the parties and the CCTV. I've also seen evidence detailing the credit hire charges and hire period. I'm aware Mr and Mrs B have provided their own estimated hire costs, but it's perhaps worth noting that credit hire charges for replacement vehicles are generally more expensive than standard car hire costs. And the third party driver was entitled to a prestige replacement vehicle.

Ageas has provided an explanation for its decision rationale when settling costs. It said it considered the estimated repair cost and non-road worthiness of the vehicle, along with a reasonable inspection and authorisation period, taking into account non-working days. In the circumstances I think this was fair.

Overall, I'm satisfied Ageas worked to achieve the best outcome and avoid the likely escalation of costs had the matter proceeded to court. I'm therefore not going to ask Ageas to do anything further in respect of this complaint. Once again, I'm sorry to send disappointing news to Mr and Mrs B.

My final decision

My final decision is that I do not uphold this complaint.

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

Jo Chilvers
Ombudsman