

## **The complaint**

Mr H has complained about the way Ageas Insurance Limited (Ageas) dealt with a claim he made under his car insurance policy.

## **What happened**

In November 2023 Mr H was involved in an incident with another car. Both cars were reversing out of respective car park spaces when the collision occurred. Mr H made a claim to his insurer, Ageas and his car was repaired. Mr H said the third party (TP) told him they had a rear camera in their car, so Mr H wanted Ageas to request this for review.

Ageas settled the claim on a joint fault basis, so liability was shared between both parties at 50% 50%. The TPI said there was no camera footage.

On 20 May 2024 Ageas had told Mr H it had received the full outlay for the claim from the third party insurer (TPI) and told him to contact the TPI to recover his excess. But on contacting the TPI, they told Mr H it had paid the full recovery costs to Ageas in error, and asked him to contact Ageas for reimbursement of his excess.

Mr H said it seems the error was only identified a month later by Ageas. In July 2024 Mr H complained to Ageas about the way it handled the claim.

Ageas didn't uphold Mr H's complaint. It said the error in the recovery payment was caused by the TPI. Ageas sent Mr H a cheque to reimburse him for 50% of his excess payment. It said it had settled the claim reasonably and in line with the policy.

Mr H remained unhappy and asked us to look at his complaint. One of our Investigators didn't recommend the complaint should be upheld. While she acknowledged Ageas should have checked with the TPI sooner that the recovery payment it sent was correct, this was ultimately an error caused by the TPI. And she accepted that Ageas could have chased the TPI for the camera footage between December 2023 and March 2024, but as the TPI said no footage existed, it didn't change the outcome.

Mr H didn't agree and wanted an ombudsman to decide. I issued a provisional decision on 14 April 2025. I intended to uphold the complaint in part. I thought Ageas had poorly communicated with Mr H when it received a payment from the TPI and this had caused distress and inconvenience to Mr H. So I intended to ask Ageas to pay Mr H £75 compensation. I thought Ageas had reached its decision as how to settle the claim reasonably and in line with the policy.

Ageas accepted my provisional decision. Mr H has provided comments on the information provided by Ageas. So the case has been passed back to me to decide.

I've addressed his points in my findings below.

## **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 understand Mr H doesn't agree with some of the information Ageas provided which I set out

in my provisional decision. But I haven't seen anything to show me the information I've relied on from their file is incorrect, or that the issues Mr H disagrees with changes the outcome. So my final decision is the same as my provisional decision.

I've set out the complaints under headings below.

*Ageas didn't properly investigate the claim*

We don't decide liability as this is the role of the courts. We look at whether an insurer reached its decision in a reasonable way and in line with the policy.

Mr H's policy with Ageas has a very common term which I've found in most – if not all other motor insurance policies I've seen. This term says Ageas can take over the defence and settlement of a claim in Mr H's name. This means it can make a decision Mr H may not agree with, but the policy allows Ageas to do this. We don't disagree with this term in principle provided an insurer can show it treated a customer fairly when applying it.

Mr H says he had almost completed his manoeuvre to reverse out of a car park space at a retail park when the TP driver (TPD) began to reverse at speed from their car park space.

Ageas wrote to Mr H on 6 December 2023 to explain that the TPI had offered to settle the claim on a joint liability basis, so 50% 50%. Based on the circumstances of the incident, and on what Ageas believed a Judge would likely decide in court, Ageas said it would accept the offer and settle the claim on this basis in seven days if it didn't hear from Mr H.

Mr H says the TPD told him they had a rear camera in their car. I can see that Ageas wrote to the TPI on 17 December 2023 requesting a copy of any camera footage held by the TP. While it is agreed that Ageas didn't chase the TPI for this information, on 4 March 2024 the TPI wrote to Ageas and confirmed;

*“our Insured had no CCTV footage in his vehicle.”*

There were no independent witnesses to the incident. Both parties were carrying out a reversing manoeuvre. It isn't possible for Ageas to prove the TP was at fault for the incident based on the circumstances and evidence available. So I find that Ageas reached its decision to settle the claim as it did in a reasonable way and in line with the policy.

*Ageas didn't check the recovery claim payment received from the TPI and caused delay*

On 30 May 2024 Ageas wrote to Mr H to confirm that it had made a full recovery on the claim and it was now closed. Ageas told Mr H his No Claims Discount (NCD) hadn't been affected. It said Mr H would need to contact the TPI to claim his excess back.

On receiving this letter, Mr H contacted the TPI. But they told Mr H to contact Ageas to recover part of the excess payment as it had paid it in full to Ageas. So Mr H contacted Ageas.

On 25 June 2024 according to Ageas' notes, it called the TPI to ask for 50% of Mr H's excess payment to be reimbursed. It was during this call that the TPI explained it had paid Ageas the recovery costs in full in error, instead of 50%. It was agreed that Ageas would reimburse Mr H for 50% of his excess and return the balance of the remaining 50% of the claim costs to the TPI.

On the same day, Ageas called Mr H to confirm the above.

I agree with Mr H that it was for Ageas to have checked the recovery amount received from the TPI was correct before writing to him on 30 May 2024. It's important that insurers accurately record claim costs. In any event, as the TPI had paid Ageas the claim costs in full, this included the excess payment. So Ageas shouldn't have directed Mr H to contact the TPI to request this.

Had Ageas properly checked the recovery claim amount it received from the TPI before writing to Mr H on 30 May 2024, this would have prevented the back and forth exchanges Mr H had between the TPI and Ageas. And Mr H would have received a partial reimbursement of his excess payment around a month sooner.

When things go wrong, we look at what the impact was and what would have happened had the error not occurred. I think Mr H was put to some unnecessary inconvenience and a delay in receiving a partial refund of his excess payment. For this I think Ageas should pay compensation of £75, which takes into account any lost interest on the delayed refund of the partial excess payment.

I understand Mr H has concerns about how Ageas monitors payments it receives generally. I can only consider the individual merits of Mr H's complaint.

I don't think Ageas should compensate Mr H for the time it took the TPI to confirm no camera footage existed. This was outside of the control of Ageas. And Ageas made Mr H aware in December 2023 that on the basis of the information available then, it would settle the claim as it ultimately did in May 2024. So it didn't change the outcome.

#### *Ageas asked Mr H to obtain three estimates for repairs*

Mr H doesn't think it was reasonable for Ageas to have asked him to provide three estimates for repairs as he wanted to use his preferred garage.

Ageas doesn't require Mr H to do this if he uses their recommended repairer. This isn't an unusual term in motor insurance policies. Mr H's policy with Ageas says;

*"At your option, you can arrange for a repairer of your choice to carry out the repairs. You must send the insurer at least two detailed repair estimates as soon as reasonably possible."*

So I think Ageas clearly explained the process under the policy if Mr H didn't want to use their recommended repairer.

#### *How the broker confirmed Mr H's NCD*

Mr H has provided a copy of confirmation of his NCD from his broker when this policy expired with Ageas on 27 June 2024. He says he interpreted the details of the broker's letter to mean Ageas hadn't told them about the claim.

This isn't a complaint I can look at as it isn't one I can see Mr H raised with Ageas. Mr H may wish to contact his broker if he requires confirmation of what it wrote to him.

### **My final decision**

My final decision is that I uphold this complaint in part. I require Ageas Insurance Limited to pay Mr H £75 compensation for the distress and inconvenience caused by its error in dealing with the recovery costs paid by the TPI and partial reimbursement of Mr H's excess.

Ageas Insurance Limited must pay the compensation within 28 days of the date on which we tell it Mr H accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at a simple rate of 8% a year.

I understand Ageas has sent a payment to Mr H for £75 following my provisional decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 4 June 2025.

Geraldine Newbold  
**Ombudsman**