

The complaint

Mr Y complained that his claim for accident damage to his car was unfairly declined by Ageas Insurance Limited ("Ageas") under his motor insurance policy.

What happened

Mr Y said he had a car accident in October 2024. He said Ageas sent an engineer and repair garages to view his car. But it still insisted that he obtain a quote for the repairs. Mr Y couldn't get a quote from a garage as he said his car wasn't driveable. And because spare parts were no longer available due to the age of the car. He said he paid for an engineer's report, which he provided to Ageas. After an interview relating to his claim, Mr Y said the business told him he would receive a total loss payment.

Mr Y said he received a letter from Ageas in January 2025 telling him that Ageas was declining his claim. This left him with a damaged car, and what he paid for the engineer report. Mr Y didn't think he'd been treated fairly and complained to Ageas.

In its final complaint response Ageas said Mr Y refused to allow its repairer to collect his vehicle. It then arranged for an engineer to go out to inspect. It said its engineer determined Mr Y's car was repairable, as opposed to his engineer's view that the car was a total loss with a pre-accident value of £20,000.

In its letter Ageas highlighted inconsistencies with the odometer mileage compared with the mileage confirmed at the policy's inception. In addition, it identified undeclared modifications to Mr Y's car, and inconsistencies with the information he provided about his occupation. It said it arranged for an inspection of the third-party's car and concluded the damage didn't occur in the way described.

Ageas apologised for inaccurate information it provided to Mr Y about the status of his claim and for the time its investigation took to complete. But it maintained its decline decision. It said its decision was based on its policy terms that require Mr Y to provide accurate information. As well as its policy term relating to claims that are false or fraudulent.

Mr Y didn't accept this outcome and referred his complaint to our service. One of our investigator's looked into it for him, but didn't uphold his complaint. He said Ageas had clearly set out its reasons for declining Mr Y's claim, which he thought was fair based on the terms it had relied on.

Mr Y maintained that he hadn't been treated fairly and asked for an ombudsman to consider his complaint.

It has been passed to me to decide.

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 Mr Y's complaint. Let me explain.

It's for Mr Y to show that he's suffered an insured loss. If he can then generally speaking, Ageas must pay the claim. This is unless it can reasonably rely on a policy exclusion not to. I've thought carefully about whether Ageas can fairly rely on the terms it has to decline Mr Y's claim.

In its decline letter from 23 January 2025 Ageas referred to the following policy term to support its decline decision:

"General Conditions and Cancellation Terms

..If You, or anyone acting for You:

- *make a claim which You know is false, fraudulent or exaggerated; or*
- *provide false or stolen documents to support a claim;*

We will not pay the claim and this insurance will end."

Based on this term Ageas can decline Mr Y's claim and his insurance will end if he's acted in a false, fraudulent or exaggerated manner when making his claim. The business has highlighted several issues it has concerns with, which it believes show Mr Y has made a false claim.

The first point I've considered is the damage to the two vehicles and the description of the accident. In its submissions to our service Ageas said the angle of the vehicles and the road layout didn't match with the damage that was sustained.

I've looked at the damage reports showing both cars. The impact damage to the third party's (TP) car is to the front on the driver's side. From the photos this is limited to the front wing over the wheel arch and towards the front bumper. Mr Y's car was damaged on the driver's side rear wing next to the rear bumper. In his interview Mr Y described how he was driving over cross-roads when the TP was driving through the cross-roads. So, the TP's direction of travel is said to have been perpendicular to Mr Y's direction of travel at the time of the collision. Mr Y said his car was pushed left because of the impact and he ended up at a 45-degree angle across the road.

I've read the engineer's report Ageas obtained. The engineer said the damage pattern on both cars indicated they had come together at some stage. However, he said the damage to the TP's car is not commensurate with the extent of the damage sustained to Mr Y's car. The engineer said the damage on the TP's vehicle is significantly higher extending up to the bonnet. He also highlighted yellow paint had transferred to the TP's vehicle's bonnet. Mr Y's car isn't yellow. The engineer said this indicated the TP's vehicle has been impacted by another 'yellow' object at some point either before or after the accident Mr Y reported.

In his report the engineer highlighted the poor condition of the TP's vehicle and several previous sub-standard repairs that had been completed. He said there was evidence that Mr Y's car hadn't been well maintained and considered its pre-accident value was £11,200, which is around half of what it had been insured for by Mr Y. The engineer said the car's value had been exaggerated when insurance cover was arranged.

In his report Ageas's engineer provided satellite views of the crossing where the accident was reported to have occurred. He said Mr Y's account was that his car was 50% over the junction when the collision occurred. The engineer said this provided ample time for the TP to have taken evasive action. He said the damage isn't consistent with the TP's car

impacting Mr Y's car in the way described. The engineer described Mr Y's car having suffered a glancing impact more consistent with his car passing the front of a stationary TP car.

I'm not an expert at analysing collision damage. So, I must rely on the information provided by those who are. I think Ageas's engineer's report is persuasive in this respect. Yellow paint has transferred to the TP's bonnet where the damage occurred. Mr Y's car is grey in colour. There's no explanation as to how this could have occurred. The damage to Mr Y's wing and rear bumper is significantly lower down than the damage to the TP's vehicle. The photos also show that the damage to the TP's vehicle is more significant and appears inconsistent with the damage to Mr Y's car. The photos support the engineer's comments about the road layout allowing ample time for the TP to have avoided the accident.

Based on this information I'm satisfied that Ageas has carried out a robust investigation into the circumstances of the claim. This strongly indicates that the damage wasn't caused in the way described. This means Mr Y's claim falls foul of the policy term Ageas has relied on to decline it. More specifically that he's made a claim that he knows to be false, fraudulent or exaggerated. So, I don't think it was unreasonable for Ageas to rely on this policy term to decline Mr Y's claim.

In addition to the above points, Ageas highlighted several further discrepancies with Mr Y's claim and the information he provided when taking out his policy.

Ageas pointed out that the mileage declared by Mr Y at the inception of his policy in April 2024 was 142,300. But when inspected, the mileage on the car's odometer was 142,212. Clearly this is less than the mileage declared at inception of the policy some six months prior to Mr Y's claim. Ageas commented it's likely Mr Y gave an upwardly rounded figure for his mileage. But the car had either not been driven since the policy inception or driven very little. I note Mr Y's comments that he was away over the summer, and his car wasn't driven much. But I think this reasonably adds to Ageas's general concerns about Mr Y's claim.

Ageas also highlighted inconsistencies with the information Mr Y gave during his interview. This was in relation to his occupation. At policy inception he said his occupation was an account director for an accountancy business. Whereas in his interview he told the investigator he had been a taxi driver for three months and prior to that he was an accountancy trainee. He also referred to running a fast-food business. The interviewer highlighted that the information Mr Y provided wasn't convincing.

Ageas also raised concerns that it hadn't been possible to identify who Mr Y had bought his car from. And there was no record of the purchase.

In addition to this Mr Y had told Ageas during his interview that he parked his car in his uncle's garage between the months of September and March. Between April and August, he said he parked on the street near his home address. Ageas highlighted that this isn't the information Mr Y provided at inception of his policy. Where his car is kept overnight is a factor Ageas's underwriters need to know about when assessing risk and calculating the premium. The indication is that Mr Y hadn't provided accurate information about where his car was kept.

Mr Y's policy shows he declared his car hadn't been modified. But this was shown to be inaccurate as the car had a body kit and it also had different wheels from those fitted at the factory.

Having read all of this, it's clear that there are several inconsistencies and issues with the claim as Mr Y described it. Also, with the information he provided to Ageas when taking out

his policy. I think the engineer's report reasonably shows that the collision didn't happen in the way Mr Y described. The remaining inconsistencies indicate a misrepresentation of the facts by Mr Y when taking out his policy. However, I needn't consider these points further as I think Ageas acted fairly when it declined the claim because Mr Y knew it to be false, fraudulent, or exaggerated.

I've thought about Mr Y's comments that he was out of pocket as he had to pay for an engineer to inspect his car. But this isn't something Ageas asked him to do. It arranged for the car to be inspected where Mr Y was storing it. This is because he refused to allow it to be collected. I don't think Ageas needs to refund the cost of the engineer report Mr Y paid for in these circumstances.

I can see Ageas apologised to Mr Y as its underwriters incorrectly advised that his claim was going to proceed. It's reasonable that an apology was provided in relation to this point. But I can't reasonably ask Ageas to do anything more.

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 Y to accept or reject my decision before 28 August 2025.

Mike Waldron
Ombudsman