

The complaint

Mr H has complained about the way that his motor insurer Ageas Insurance Limited ('Ageas') dealt with a claim that a third party made against his policy.

What happened

I issued a provisional decision on this complaint in May 2025 where I said I thought the £250 compensation Ageas had issued to Mr H was fair and reasonable. An extract from that decision follows:

"Mr H said he was involved in an incident in May 2024 where he was accused by a bystander that he had collided with a parked car as he was trying to park. He said that his wife was also present and didn't witness a coming together of the two cars. He said he noticed some "dusting" on the parked car which was brushed off.

Ageas received a vehicle damage and hire claim from the third party which it decided to settle as it felt this wasn't a claim it would be able to defend.

Mr H wasn't happy about this and complained. He said that Ageas settled a fraudulent claim and that this had impacted his premium which went up from £350 to £500 per year.

Ageas responded to Mr H's complaint in November 2024 and said it settled the third-party claim on a "without prejudice basis". It said it didn't feel it could have defended the third-party claim. But it accepted that it had delayed logging Mr H's complaint by several days and also that it didn't always respond to Mr H's emails and paid him £250 compensation.

Mr H then brought his complaint to our service. He said that Ageas didn't provide him with the third party's evidence and version of events or the costs that were paid out. He said he suspected the third party was using the claim to repair their car at his expense. He also thought Ageas was guilty of gross financial mismanagement in not sharing its complaints process with him or providing him with documentary evidence of his claim. He wanted Ageas to pay him £900 compensation for future increases to his insurance premiums and £600 for the time he spent on the claim.

One of our investigators reviewed the complaint but didn't think Ageas needed to take further action. Our investigator was satisfied that Ageas gave proper consideration to the claim before agreeing to settle it and had relied on third party evidence including an engineer's report in doing so. He said under the terms and conditions, Ageas has the right to take over a claim and settle it on its insured's behalf.

Mr H didn't agree and asked for an ombudsman's decision. He said there were factual errors in our investigator's view including the referral to "witnesses" when, in fact, there was only one witness. He also disputed causing "wheel damage" as mentioned by our investigator and also felt that it would be absurd for the policy terms to say that an insurer can settle a claim how it pleases. He also considered it a breach of the rules of natural justice that he wasn't given the opportunity to respond to the third party's allegations.

The matter was then passed to me to decide.

What I've provisionally 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.

The policy

The policy includes a general condition which states that Ageas is entitled to take over and defend or settle any claim in the name of any person insured by the policy. This isn't a term we consider to be unfair or unreasonable and it is also very common in motor insurance policies. We don't think it is unfair for insurers to take over and settle a claim if, for example, they wish to minimise costs and feel it is a claim that they are unlikely to be able to defend. I therefore think Ageas can rely on this term as long as it is able to show that it acted fairly and reasonably in doing so.

Ageas's investigation

When he reported the incident to Ageas Mr H said that he tried to park next to the third party but realised the space was too tight, so he reversed out and parked somewhere else. He said he was not aware of any damage and provided photographs of the third-party car. He added that his car only had pre-existing damage.

Ageas wrote to Mr H at the start of August 2024 asking for photographs of his vehicle as well as a sketch and diagram showing the parked vehicle. It asked if he was denying that an impact occurred or whether he was disputing the extent of the damage. It also asked him to make his car available for inspection by an engineer to check whether the damage was consistent with damage to the third-party car. I thought these enquiries were fair and reasonable and along the lines of what we would expect to see from insurers in similar circumstances.

From what I understand, Mr H didn't agree for his car to be inspected and said to us that he didn't think that an inspection would have been much help as this would have taken place weeks after the incident where further damage could have occurred. And he also said there was pre-existing damage. It is of course Mr H's decision whether he wishes for his car to be inspected or not. But from Ageas's point of view, I think this would have helped it compare any damage his car may have had to the damage on the third-party car to ensure it was consistent. The fact that Ageas wasn't able to inspect Mr H's car didn't enable it to do this and, in my view, made it harder for it to defend the third-party claim.

At the same time, Ageas wrote to the third-party representatives asking for an engineer's

report and images of the third-party car and informed them that Mr H denied that an impact had taken place. Again, I think Ageas's actions were fair and reasonable. It put Mr H's version of events forward and asked the third party to prove their claim.

The third party alleged that Mr H collided with their car while it was parked and unattended. The third-party insurer provided Ageas with an engineer's report which included photographs which showed that there was damage to the side of the front bumper of the third-party car. The report also said that the car was undriveable as the impact was to the nearside front wheel.

Ageas wrote to Mr H in August 2024 and said it had received documentary evidence, including an engineer's report, in support of the third-party damage claim which suggested that a minor impact had taken place to the near side of the third-party car. It said it was of the opinion that, on balance, the third party would be able to show that the damage occurred in the way it had alleged given that Mr H had also confirmed that he had tried to park next to the third-party car and also bearing in mind there was a witness. It said the photographs provided by Mr H showed some damage to the third-party car and though Mr H said this was pre-existing, there was no way to prove this. It said it would deal with the third-party claim under his policy and that this would be considered a fault claim against him.

From what I have seen, Mr H's evidence consisted of his own evidence and also his wife's where they said that no impact happened. He also had photographs of the third-party car which show some damage to the bumper though Mr H maintains this was pre-existing. The third-party claim was supported by a witness, as stated by Mr H himself, as well as engineering evidence in support of the fact that damage had been sustained. And the manner in which the damage was sustained as well as its location was consistent with Mr H's admission that he momentarily parked by the third-party car. Ageas felt that based on the evidence available it wouldn't be able to defend the claim and I think this was fair and reasonable. I say this especially as it wasn't able to determine whether the third-party damage was consistent with Mr H's. And I think the presence of a witness who voluntarily said Mr H caused damage to the third-party car would have also been difficult to challenge. Even if the witness was no longer available, their actions were mentioned by Mr H when he logged the claim with Ageas and formed part of his own version of events.

I appreciate Mr H is unhappy that he says Ageas didn't get his response to the third-party allegations or a statement from his wife. Ageas asked for Mr H's version of events where he said there was no impact and that this was supported by his wife. So I think it had enough to proceed on that basis. Ageas also asked for a sketch as well as photographs of Mr H's car. So, I think it did attempt to get as much information from Mr H as it could to enable it to defend the claim.

I also note that Ageas said it settled the third-party claim on a "without prejudice basis" meaning there was no liability admission on Mr H's behalf. As Mr H's own instructions were that he was disputing liability I thought this was fair and reasonable and enables him to bring his own claim if he ever wishes. I appreciate that Mr H's concern is that this is still a fault claim against his policy which will impact his future premiums. As I mentioned above, Ageas has the right under the terms of the policy to take over and settle the claim. In these specific circumstances I thought it was fair and reasonable for it to do so in light of the evidence

presented by the third party. It follows that I don't think Ageas needs to compensate Mr H for the impact on his premiums.

Customer service

From what I can see Ageas didn't respond to a number of Mr H's emails from June and July 2024 and the first response from Ageas to Mr H came around the middle of July 2024. I thought this was poor customer service.

When Ageas said it was dealing with the third-party claim, Mr H responded to say he wanted to appeal this decision. There was no response from Ageas, so Mr H kept chasing for updates and said he wished to complain. Again, I thought this was poor customer service.

Ageas acknowledged Mr H's complaint a week or so later. Mr H continued to chase and Ageas responded to the complaint on 8 November 2024. Ageas accepts that it delayed recording Mr H's complaint but I note it still responded within eight weeks, so I don't think the initial delay impacted its ability to respond to the complaint in time.

Mr H said Ageas didn't provide him with evidence regarding the claim. On 11 October 2024 Ageas said it had raised a data subject access request (DSAR) on Mr H's behalf. Ageas said the response was sent to him via recorded delivery on 21 November 2024.

I should explain that it's not the role of our service to decide whether or not a business has breached data protection laws- that's the role of the Information Commissioner's Office (ICO). My role is to consider whether Ageas acted fairly and reasonably in responding to Mr H's DSAR request. It isn't the role of this service to comment on the content of a DSAR. If Mr H is unhappy with the information provided he should contact the ICO.

My understanding is that, under the relevant regulations, DSAR requests should be responded to without undue delay and at the latest within one month of receiving the request. It doesn't appear that Ageas adhered to this time limit.

Overall, the lack of responses to a number of Mr H's emails as well as the delay in dealing with his DSAR would have caused Mr H a certain degree of distress and inconvenience. I think Ageas's offer of £250 is fair and reasonable and in line with awards we would make in similar circumstances.

I note Mr H asked for compensation for having to deal with his claim and complaint. He said he spent 10 hours which would equate to £2,800 based on his professional hourly rate of £280 per hour. He said he was prepared to accept £600 instead. I appreciate that this was time consuming for Mr H but this isn't something I am considering making a separate award for. I think Mr H suffered distress and inconvenience as a result of Ageas's customer service and I think the £250 offered is fair and reasonable. Also Mr H wasn't acting in a professional capacity so I wouldn't be making an award based on his hourly rate. And even if he was, I wouldn't have considered this to have been necessary and I think this claim could have been brought on an individual capacity.

I appreciate Mr H will be disappointed with my decision. I can understand why the nature of the third-party claim; especially the fact that it involves a low-speed incident where Mr H felt

no impact; as well as Ageas' decision to settle it will have caused him a lot of frustration. But my role is to consider Ageas's actions as Mr H's motor insurer and, excluding the poor customer service, based on the evidence available I thought those were fair and reasonable."

Mr H responded but he didn't agree with my provisional decision. He said the only contemporaneous evidence available are the photographs of the third party car that he provided before the third party's scam claim. He asked that evidence provided to Ageas by the third party be shared with him urgently. He added that there was no "wheel" damage, the bumper marks were pre-existing and the third party car was not "undriveable".

Mr H also said that he didn't initially agree to his car being inspected because a long time had passed and this would have rendered it meaningless especially as his car has pre-existing scuffs to it. He said he has since offered Ageas a physical examination which it has taken up. So this isn't the reason why Ageas can't defend the claim. It is simply not willing to.

Mr H added that Ageas would have been able to defend the claim if it had obtained a statement from his wife who was the person closest to his car. The bystander was further away and the owner of the car did not witness the incident.

He also said this was the first time he had become aware of the fact that the engineer said the third-party car was not driveable as he had not been provided with the engineer's report. Mr H said that he was never provided with engineering evidence to be able to challenge the third-party claim and if Ageas decided to settle the matter for its own commercial reasons this should not affect his claims record.

Mr H asked for additional time and said it wasn't fair that Ageas hadn't shared information with him to review and defend the claim.

Our investigator responded to Mr H and said if he is not happy with the contents of the DSAR he would have to raise this with the ICO. Our investigator explained that we have an obligation to deal with complaints as promptly as possible and wouldn't be able to delay matters further. Our investigator further explained that the final decision would be based on the information Ageas had at the time and not any new information that may have come to light since the complaint. If Mr H didn't wish to proceed he had the option to withdraw his complaint and continue to liaise with Ageas. Our investigator gave Mr H a further week to decide how he wished to proceed.

Mr H said that the complaint was ongoing and didn't think it was fair for us to close it under the circumstances. He said if we were to proceed with a final decision that this should not be published as it won't provide useful findings.

In the meantime our investigator contacted Ageas who then provided Mr H with a copy of the engineer's report and apologised for the delays in doing so. Mr H confirmed he has received this and has written to Ageas to challenge the contents of the report.

Our investigator then wrote to Mr H to advise that as he hadn't chosen to withdraw his complaint I would be proceeding with my final decision. Our investigator reiterated this would be based on information available to Ageas at the time of its final response letter.

Mr H said he was still liaising with Ageas. He said his wife's witness evidence could be obtained by Ageas which would amount to new evidence. He said he would be relying on our service to ensure Ageas obtains this.

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.

As I said in my provisional decision I can understand Mr H's frustration particularly with the claim itself which he considers to be a "scam". I can understand why he wants Ageas to do everything it possibly can to defend the claim against his policy and he feels he should be allowed time to liaise with Ageas to ensure that this happens.

As our investigator explained to Mr H we have an obligation to deal with matters which are brought to our service as quickly as possible. Mr H brought his complaint to our service several months ago and we have a duty to investigate and resolve it. And as Mr H hasn't withdrawn his complaint, I don't think it is fair or reasonable to delay matters any further. I therefore decided to proceed with my final decision. I note Mr H asked for the final decision not to be published but we are legally obliged to publish our final decisions.

Mr H says that the only contemporaneous evidence was provided by him and consisted of the photographs of the third party car. The photographs Mr H provided show some damage to the third party bumper. I appreciate Mr H maintains this was pre-existing but there is no engineering evidence in support of this allegation. The only available expert evidence states that the damage the third party has claimed for was caused during the incident where Mr H was accused of colliding with the third party car.

Mr H said that he has since agreed for his car to be inspected and would be happy for Ageas to carry out an inspection. This is something he will have to liaise with Ageas about.

Mr H says Ageas should have obtained his wife's statement. As I said in my provisional decision Ageas had Mr H's wife's version of events which was that there was no impact and this is something it put to the other side. It also asked Mr H for photographs of his car and a diagram so I think it did try to obtain as much evidence as possible to defend the claim.

Mr H said he wasn't previously aware that the third party car was undriveable. In his view to the parties, our investigator mentioned that the car had to be recovered so I don't think this was the first time this was mentioned to Mr H.

Mr H is unhappy that Ageas hasn't provided all the evidence it obtained from the third party so he can respond to the claim and help Ageas defend it. As I said in my provisional decision Mr H made a DSAR which Ageas responded to. If Mr H is unhappy with the contents of the DSAR and feels that important documents are missing he can raise this with Ageas and with the ICO.

I appreciate Mr H would like the opportunity to consider all the evidence himself and assist Ageas in defending the claim. I should explain that our role isn't to manage this claim but to make a decision on the complaint that was presented to us. For the reasons I have already given here and in my provisional decision I think Ageas' actions were fair and reasonable.

And as I said in my provisional decision Ageas can take over and settle the claim as long as it acts fairly and reasonably in doing so. I understand Mr H wants to help defend the claim and has already told Ageas why he doesn't agree with the engineering evidence provided by the third party. But as far as I am aware Mr H isn't an expert engineer. And though Mr H may provide a statement to Ageas in terms of what happened on the day in question, his personal views regarding the vehicle damage don't carry as much weight as the professional opinion of an expert engineer.

If Mr H is able to obtain further evidence which wasn't available to him at the time of his complaint such as an engineer's report or witness evidence which he feels supports his claim that there was no impact he is free to provide it to Ageas for it to consider. And if he is unhappy with its response he may be able to bring a further complaint to our service. But as far as the present complaint is concerned and based on the evidence available to Ageas at the time, I think its actions were fair and reasonable.

The above as well as the findings I made in my provisional decision now form the findings of this, my final decision.

My final decision

For the reasons above, I have decided not to uphold this complaint and I think the £250 compensation for distress and inconvenience already paid to Mr H by Ageas Insurance Limited is fair and reasonable.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 8 July 2025.

Anastasia Serdari
Ombudsman