

### The complaint

Mr S complained that Ageas Insurance Limited ("Ageas") dealt unfairly with a claim made against his motor insurance policy.

### What happened

In January 2025 Mr S received a text message and letter from Ageas. It told him a third party ("TP") had been involved in a motor accident with him, and he should contact Ageas urgently. Mr S said he lives over 100 miles from where the accident reportedly happened and he was not involved. He contacted Ageas to let it know. However, Mr S said it didn't close the claim, and it has remained open. He said this caused him a great deal of distress and so he complained to the business.

In its final complaint response Ageas told Mr S that based on the information he provided it believed this matter was the result of mistaken identity. It explained that it had repudiated the claim. However, it said it's obligated to obtain confirmation it is no longer being pursued before it can cancel the record. Ageas said it had arranged an engineer inspection of Mr S's car that revealed no damage. It had made the TP aware of this and continued to chase for confirmation that the claim had been redirected.

Mr S didn't think Ageas had treated him fairly as the claim was still open and could impact on his renewal premium. So, he referred the matter to our service. Our investigator didn't uphold his complaint. He thought Ageas had acted promptly and correctly when dealing with the TP's claim. He acknowledged that this had caused Mr S worry, frustration and inconvenience. But he didn't think Ageas had done anything wrong in how it dealt with the matter.

Mr S didn't accept what our investigator had said 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 S's complaint. I'm sorry for the obvious distress and frustration he's experienced. But I don't think Ageas treated him unfairly. Let me explain.

The records show that Ageas received notification of a claim in January 2025. This confirmed the registration of the car involved, which matches the car registration detailed on Mr S's policy with Ageas. I can see it sent a text message, and a letter, informing Mr S about the claim and asking him to make contact.

I can understand Mr S's concern and I'm sorry he was distressed when Ageas contacted him. But as it explained, a claim had been made against his policy that it was obligated to

respond to. I don't think Ageas acted unreasonably when contacting him and asking that he make contact urgently. This was so it could deal with the claim effectively. I can see Mr S's policy terms and conditions require him to cooperate fully on all matters concerning the handling and settlement of any claim. So, again I don't think it was unreasonable that it sent the message and letter that it did. The wording used was clear and highlighted an urgent response was required. But I don't think this was inappropriate.

Ageas has supplied copies of the contact it made with the TP. Several contacts were sent in January 2025 confirming it didn't accept Mr S was involved in the reported accident. I can see Ageas arranged an inspection of Mr S's car, also in January. It wrote to the TP on 3 February including images of the car and confirmed there was no visible damage. The business explained to the TP that the driver's name it had given didn't match with Mr S's policy and requested that it provide evidence that his car was at the scene of the accident.

The claim records show that several chasers were sent in February 2025. I can see that Ageas continued to contact the TP after it sent its final complaint response to Mr S on 13 March. From what I've read I'm satisfied that Ageas dealt with this matter as it would be expected to and did so in a timely manner. It's fair that it arranged an engineer's inspection to help support its denial of the TP's claim. The contacts it made with the TP argued in favour of Mr S's position. Based on this information I can't see that Ageas treated him unfairly.

From the claim records the TP has been slow to respond to Ageas or not responded at all. This is despite Ageas confirming it was disputing Mr S's involvement, and more recently it confirmed it had nominated solicitors to defend its position. I can understand Mr S's concern that the claim remains open. In a more recent contact, he explained that his renewal premium with Ageas was much higher, presumably because of the open claim. This must be very frustrating for him. But I can't say that Ageas caused this to happen by treating him unfairly.

The TP has made a claim and has yet to confirm this has been withdrawn or redirected. This means there is still an active claim against Mr S's policy that Ageas must deal with. It continues to dispute the claim, but this must still be recorded accurately. Unfortunately, this means it must be recorded as an open claim.

Once the claim is resolved, and depending on the outcome, Mr S can contact his insurer and request that his premium is recalculated. But I don't think Ageas has done anything wrong in recording this as an open claim. So, I can't fairly ask it to take any action to change this.

I acknowledge Mr S's request that our service should investigate the TP and its insurer. But this isn't something we are able to do. Our remit is limited to considering Ageas's actions as Mr S's insurer. Any contract or policy the TP has with their insurer isn't for Mr S's benefit, which means this is outside of our jurisdiction to investigate. The rules that govern our service are set by the Financial Conduct Authority under its dispute resolution or DISP rules. So, although I'm sorry for impact this matter has had on Mr S, I'm not able to consider the actions of the TP or any other insurer's involvement under these rules.

I acknowledge that Mr S is elderly and that this claim has had a significant impact on him. I'm sorry that this has been the case. But having carefully considered the evidence, I'm satisfied that Ageas dealt with the matter fairly. So, although I'm naturally sympathetic to Mr S's situation 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 S to accept or reject my decision before 16 December 2025.

Mike Waldron  
**Ombudsman**