

The complaint

Mr P complains about the way Ageas Insurance Limited (Ageas) recorded and decided liability on a claim against him on his motor insurance policy.

What happened

Mr P was involved in a minor traffic collision in February 2025. Mr P says both he and the third-party driver agreed there was no damage to either vehicle, but they took photos and exchanged details.

Shortly after the incident, Ageas was notified of a claim by the third-party's representative. Ageas wrote to Mr P to request he contact it to obtain his account of the incident so it could consider the claim further.

Mr P provided his account and said, while reversing from a car park bay to straighten up, the third-party, who he says was driving without due care, collided with the rear of his vehicle. Ageas said, as Mr P was reversing at the time of the incident, the claim would likely be recorded as a "fault" claim. Mr P subsequently said he may have been stationary at the time, but there were no witnesses present to confirm this. Mr P maintained no damage had been caused to either vehicle, provided a photo of the third-party vehicle that he had taken which he said showed this, and that he wasn't at fault for the incident.

Mr P's policy came up for renewal in March 2025 but he found the premium he was to pay had increased substantially. He contacted Ageas to query this and why the claim had been recorded as a "fault" claim against him. Ageas said this was standard while the claim was ongoing.

Ageas received images of the damage to the third-party vehicle which it put to Mr P for his comments. Mr P said the damage wasn't consistent with the contact points of the vehicles and said this wasn't representative of the incident. Ageas asked for an engineer to inspect the third-party's vehicle, but the third-party's representative explained the vehicle had already been put in for repairs and so this wasn't possible.

Ageas accepted liability for the claim and settled costs with the third-party representative. So, the "fault" claim against Mr P remained. Mr P was unhappy with this and raised a complaint.

Ageas responded to the complaint and didn't uphold it. In its response, it said it was satisfied it had acted fairly. Mr P remained unhappy with the outcome and referred his complaint to this Service.

Our Investigator looked into the complaint and didn't uphold it. They explained they were satisfied Ageas had acted fairly and in line with the terms of the policy. Mr P disagreed, and said Ageas could have settled the costs with the third-party representative but didn't have to record the claim as a "fault" claim against him.

As Mr P remains unhappy, the case has been passed to me for a 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've decided to not uphold this complaint. I'll explain why.

I acknowledge Mr P has strong views about what happened during the incident. But I should first set out that it isn't the role of this Service to decide who was responsible for an accident. This is something that can only be determined by a court of law. Instead, I must decide whether Ageas has acted fairly, and in line with the terms and conditions of its policy.

Under the policy terms, Ageas can carry out the defence or settlement of any claim without the need to refer to its policyholder. This means Ageas can make a decision which its policyholder may not agree with. But any decision Ageas makes must be fair, as required under relevant industry rules. So, Ageas should take into account any relevant evidence supplied in support of the claim.

Mr P provided a photo of the third-party vehicle to show no damage had been caused. But as he has already recognised, the photo is blurry and so doesn't clearly show the result of the accident to the third-party vehicle. Ageas did identify some damage to the third-party vehicle from this image – which I don't find to be unreasonable. And Ageas approached the third-party representative to arrange an engineer assess the third-party vehicle. But as it was already under repair, this wasn't possible.

Ageas was provided with photos of damage to the third-party vehicle by the third-party representative. Mr P disputes this damage and says both parties agreed there was no damage and says it doesn't reflect the points of impact. Ageas, following an internal review of the evidence alongside an engineer, concluded that the damage wasn't unreasonable or inconsistent with both party's accounts – and so it would be unable to defend the claim. So, Ageas accepted liability for the third party's claim as it was satisfied that, based on all available evidence, Mr P most likely reversed into the path of another vehicle and this caused damage to the third-party vehicle. In the absence of any other evidence, I don't find this to be unreasonable.

Mr P remains the view that no damage was caused, and should there be any damage, this would be due to the third-party's own lack of care and excessive speed. But Ageas concluded it didn't have enough evidence to demonstrate the third-party driver had done anything wrong. I don't find this to be unreasonable and I'm satisfied Ageas took all the available evidence into account when reaching its decision.

I think it would be helpful to explain that, while insurers typically refer to claims as "fault" or "non-fault", the actual terminology is "no claim bonus allowed" or "bonus disallowed". The term "fault" isn't to suggest that Ageas has found Mr P to be at fault for the incident but reflects that Ageas has been unable to recover the costs from another party, such as a third-party insurer. So, while I appreciate Mr P feels Ageas could have settled the claim without recording it as a "fault" claim, I'm satisfied it wasn't unfair for Ageas to record the claim this way as it was unable to recover its costs.

I appreciate Mr P will be disappointed by my outcome, but I find that Ageas has acted fairly.

My final decision

For the reasons given above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 17 November 2025.

Oliver Collins
Ombudsman