

The complaint

Ms M is unhappy with the way Ageas Insurance Limited handled her claim on her motor insurance policy after she was involved in a hit and run.

What happened

Ms M's motor insurance policy commenced on 7 July 2023. In January 2024, her vehicle was hit by a third party, whilst she was stationary. When she attempted to obtain the third parties' details, she told us he was abusive and drove off.

Ms M reported the incident to her insurer the following day and provided full details of what had happened. She explained she had already contacted the police and was able to provide Ageas with the registration number for both the vehicle that hit her, and the trailer attached to it. Whilst on the phone the call handler attempted to trace the vehicle via the registration numbers provided but was unsuccessful. Ms M said the vehicle was a foreign vehicle and the handler confirmed that may be why he was unable to trace it. He said he would pass this to the claims handler to liaise with their foreign handling agent, but it might take longer.

The call handler provided some information on the claims process and explained that if Ms M decided to have her vehicle repaired under her policy and they couldn't trace the third party, they wouldn't be able to recover the outlay and so the excess and no claims deduction would apply. Ms M wasn't happy about this as she felt she was being penalised for someone else hitting her vehicle. But she agreed for Ageas to arrange for the local garage to contact her about repairs and was of the understanding that the claim was in hand.

In April 2024 Ageas contacted Ms M to say the case had been resolved and had been closed since a week after she reported it. They said they had been informed, by the appointed garage, that Ms M didn't want to continue with the claim. Ms M disputed this and made a complaint. She said she had never spoken to the garage and was shocked that it had taken three months for Ageas to tell her they had closed the claim. She was also unhappy with the service she had been provided at the outset as she felt the adviser was unhelpful, only focussed on pushing her to pay to have her car fixed and that Ageas hadn't done anything with the claim.

Ageas apologised that Ms M found the adviser to be rude but didn't agree that he was. They said he was trying to manage expectations by being honest about the next steps and they were satisfied he took Ms M through the correct process when setting up a claim. They confirmed the adviser had checked the registration information at the time but couldn't locate the vehicle on their database. They had also confirmed they had requested the police report but said that if it didn't reveal the third-party information, they wouldn't be able to make a recovery. So, if Ms M was looking to make a claim, she would need to pay the applicable excess and her no claims discount would be affected. To progress things, they requested copies of the photographs of the third-party vehicle.

Ageas accepted they'd made an error in closing the claim without checking with Ms M first and had provided feedback to the handler involved.

Ms M referred her concerns to this service. Our investigator upheld the complaint and felt the premature closure had delayed them requesting the police report by around three months. He asked Ageas to pay Ms M £150 compensation for the distress and inconvenience it caused. As Ms M remained unhappy the complaint was passed to me to decide.

Having reviewed all the information, I issued a provisional decision on 1 August 2025 which said:

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

It's clear from listening to the initial call, where Ms M reported the incident, that Ms M was left with the understanding that Ageas were going to follow up with the claim. The adviser was clear that he would pass on the information to a claims handler for them to follow up. He also said he'd arrange for the garage to contact Ms M regarding a repair. At this point Ms M hadn't decided if she was going ahead with a repair but said she was happy for the garage to call.

Ms M said she didn't speak to a garage and the next thing she heard from Ageas was in April 2024 to inform her the claim had been closed three months prior. Ageas have accepted this was an error on their part and they should have contacted Ms M before closing the claim.

I can't see that Ageas followed up the claim at all following Ms M's reporting of the incident. This error resulted in a significant delay in progressing the claim. I note the police report wasn't requested until July 2024. And following questions from this service about the photographs of the third-party registrations, we subsequently provided the photographs to Ageas. In November 2024 they let us know that as the third-party vehicle was a foreign vehicle, they had approached the motor insurers bureau (MIB) for their foreign handling agent to assist. I'm aware that they are still waiting to hear from the MIB on the matter, so it is currently out of their control.

However, I note that in the initial call where Ms M reported the incident, she had made the adviser aware the vehicle had foreign registrations. And the adviser had said he would pass to the case handler to liaise with the foreign handling agent. So, Ageas delayed progress of the claim from the point of notice, in January 2024 to at least the end of October 2024 when they contacted the MIB. I recognise Ageas has told us they didn't have copies of the photographs, but I don't think that was necessary given the information Ms M had already provided and I note the adviser didn't ask Ms M to send them.

It's clear from Ms M's submissions that she didn't know what to do and was reliant on Ageas to progress things and provide guidance on the process. Having listened to the calls I'm satisfied that in the initial call and follow up call the adviser was clear about the next steps and the options open to Ms M. Whilst she didn't agree with it, I think she was aware of the impact on her if she went ahead with the claim and Ageas couldn't recover their outlay. I didn't find the adviser was rude in anyway but trying to be clear about the process. Though I understand why she feels the way she does and note that at the time Ms M was shaken from the incident.

But I think Ageas has caused unnecessary delays in the progress of the claim, this along with them prematurely closing the claim has caused Ms M distress and inconvenience. Our investigator felt £150 was fair reasonable to resolve the complaint. But that didn't take account the fact that Ageas could have escalated this to their foreign handler at the outset and failed to do so even at the point of the complaint in April. Taking account of the overall distress and inconvenience caused, I think Ageas should pay Ms M £250.

My provisional decision

Subject to any further evidence provided, my provisional decision is that Ageas Insurance Limited should pay Ms M £250 for the distress and inconvenience it caused. And keep Ms M updated on the progress of their enquiries in trying to locate the third party.

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.

Neither Ms M nor Ageas responded to my provisional decision. So, I see no reason to deviate from my provisional findings. My decision is that Ageas delayed the progress of the claim unnecessarily which caused Ms M distress and inconvenience.

My final decision

My final decision is that Ageas Insurance Limited should pay Ms M £250 for the distress and inconvenience it caused. It should also keep Ms M updated on the progress of their enquiries in trying to locate the third party.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 15 September 2025.

Karin Hutchinson
Ombudsman