

The complaint

Mr B complains about the way Ageas Insurance Limited (Ageas) handled and settled a claim under his motor insurance policy following a minor collision.

What happened

The circumstances of this case are well known to both parties, but in summary Mr B has a motor insurance policy underwritten by Ageas. In March 2025, Mr B was involved in a minor traffic collision while reversing from a car parking bay.

Mr B reported the incident to Ageas. Following its claim investigation, Ageas agreed liability and settled the third-party costs in full. It subsequently confirmed to Mr B that the claim would be recorded to reflect this. Mr B didn't agree he was liable for the incident – and so complained.

Ageas didn't uphold the complaint. It said it was satisfied its decision was fair and it had taken into account all available evidence when doing so. As Mr B remained unhappy, he referred his complaint to this Service for consideration.

One of our investigators reviewed the complaint and didn't uphold it. They concluded Ageas had acted in line with the terms of the policy and taken into account sufficient evidence when reaching its decision.

Mr B didn't agree. He said Ageas didn't represent his interests when considering the claim. And Ageas quickly chose to follow the route of least cost – and so it didn't treat him fairly.

So, the case has been passed to me to make 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 don't uphold Mr B's complaint. I'll explain why.

I acknowledge Mr B 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 terms of the policy, Ageas can carry out the defence or settlement of a claim without the need to refer to its policyholder. So, Ageas may reach a decision that its policyholder doesn't agree with. But in reaching its decision, Ageas should follow the relevant regulatory rules which require it to handle claims promptly and fairly. So, Ageas must consider any relevant evidence supplied in support of the claim.

Ageas has demonstrated that it considered relevant case law, the Highway Code, as well as the testimony of both drivers – so I think it has handled the claim fairly. Mr B doesn't agree

with the third-party driver's account of the incident, so I don't find it unreasonable for Ageas to place more weight on relevant case law and the Highway Code given the conflicting accounts. I think Ageas fairly concluded that as Mr B was the reversing party, there was a greater duty of care on him when completing the manoeuvre, and that the third party had a right of way.

Mr B maintains that when he started the manoeuvre, the third-party vehicle wasn't in his view. He said the third-party driver may have been reversing. And during the manoeuvre, the third party drove into his car. Ageas wasn't provided with any additional evidence to support this, such as witness testimony or CCTV. But it took into consideration the images of damage caused to both vehicles. Ageas said this showed cracks to the front wheel arch of the third party's vehicle. So, in Ageas' view the damage was more likely due to Mr B reversing into the third party, rather than the third party driving into Mr B. I don't find this to be an unreasonable conclusion as this is in line with the testimony provided by the third-party driver, and consistent with the damage shown in the photos provided to Ageas.

As explained above, Ageas can defend or settle a claim as it sees fit. And based on the evidence obtained, Ageas concluded there was insufficient evidence to defend the claim in the courts. So, it made the decision to accept liability and settle the third-party costs. Mr B is of the view that Ageas didn't represent his interests, but Ageas would not look to accept and settle a claim it didn't feel its policyholder was liable for – as it aims to mitigate any losses following a claim.

Ageas is entitled to make a commercial decision on whether to take the matter to the courts. But it will make this decision based on what it considers its likelihood is of being able to successfully defend the case. Courts expect parties to use their time efficiently and appropriately. And I don't find it unreasonable for Ageas to determine that this case isn't a worthwhile use of the court's resources. I say this as given the circumstances of the incident, it is unlikely Mr B would be able to avoid all liability. So, the best case would be some form of split liability (such as 50/50) which would still leave him with a fault claim. So, I'm satisfied, on balance, that Ageas has reached its decision fairly, and in line with the terms of the policy.

I recognise Mr B will be disappointed with my decision, but I'm satisfied Ageas reached its decision fairly, in line with the terms of his policy, and based on the evidence obtained during the claim investigation.

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 B to accept or reject my decision before 17 November 2025.

Oliver Collins
Ombudsman