

The complaint

Mr G complains about Ageas Insurance Limited's service after he made a claim on his motor insurance policy. In particular he is concerned that Ageas charged him two separate excesses for what he believes should be a single claim, duplicated a claim which affected his renewal premium and provided a poor repairs service.

Mr G's concerns covered the actions of three different entities: Ageas, the policy broker, and Ageas's approved repairer. We have dealt with Mr G's complaint about the broker's actions under another reference number. Also, while the approved repairer is a separate business to Ageas, as it was acting as Ageas's agent I have considered its actions under this complaint against Ageas.

What happened

Mr G's was away from his home, his car was hit while parked and unattended causing damage to the rear bumper (the first incident). The third party concerned didn't leave their details. Around an hour after returning to his car, while reversing it into his garage at home the car struck objects causing some additional damage to the car's rear quarter and the passenger door (the second incident).

Mr G claimed on his policy and asked Ageas to repair his car. When doing so he said that the initial damage had dislodged a rear parking sensor, which had then caused the second accident to happen. He submitted a photograph of the misaligned parking sensor. Mr G thought Ageas should treat the matter as a single claim.

Ageas treated the incidents as two separate claims, which meant it charged Mr G two separate policy excesses. He didn't agree with that. He also had a number of other concerns about Ageas' service leading to more than one complaint being made. Ageas provided several responses to Mr G's concerns. While it didn't uphold those, it did reconsider his renewal premium and reduced it by around £151. It also acknowledged it made some mistakes and said it would offer Mr G £225 compensation as a goodwill gesture.

Mr G remained dissatisfied and brought his complaint to the Financial Ombudsman Service. One of our Investigators looked into it. He didn't think Ageas needed to take any further action. As Mr G didn't agree with our Investigator's complaint assessment the matter's been passed to me to determine.

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've said above we registered Mr G's complaint about the broker under a separate reference number. Mr G accepted the broker's offer to settle that complaint and we have closed the matter down. So, I don't intend to make any findings about the broker's actions in this decision.

In bringing this complaint and responding to our Investigator's assessment of it Mr G has made a number of detailed points. I've considered everything he's said and everything else on file. However, our rules don't require me to address or respond to each and every point raised. We're an alternative to the court not a substitute for it. As such my role is to decide

how a complaint should be resolved with minimal formality. And I aim to present my conclusions in as clear and concise a manner as I can. In doing so I focus on the key issues and the reasons that are crucial to my decision making.

Additionally, in line with our usual process, I will not be addressing any new points Mr G has raised in correspondence with us that he has not previously complained to Ageas about. So, if there's something I haven't mentioned below, it isn't because I've ignored it, I haven't. It's because I'm satisfied I don't need to comment on it to be able to reach what I think is a fair and reasonable outcome considering Mr G's complaints to Ageas.

Was it fair for Ageas to decide that Mr G had made two separate claims?

Mr G believes that when his car was hit while parked, this misaligned or dislodged his rear parking sensor, causing it not to operate correctly. He says that, as a result, when he was reversing into his garage, he didn't hear the warning that he was about to strike something. He believes that caused him to hit objects in his garage. Mr G said this is a manoeuvre he's made on numerous occasions over a period of 13 years, in the same car, without incident. So he believes that it was his car being hit while parked, and dislodging the parking sensor, that has caused the second incident. As a result he thinks Ageas should have considered the matter to be one claim.

While I can understand Mr G's arguments, I don't find them persuasive. I say that largely because it's clear two separate incidents took place at two different locations and at two different times. In the first, Mr G's car was parked and unattended. In the second he was sat in the driving seat and in control of the car. Those events happened several miles away from each other and around an hour apart. So I'm satisfied that they are two different incidents and that it was reasonable for Ageas to treat them as such.

Mr G thinks that if the parking sensor had not been misaligned following the first incident then the second incident would not have happened. He might be correct. But that doesn't mean that they are one and the same incident. An important distinction here is that after he'd parked his car Mr G had no influence over the first incident. A third party hit his car and drove away. However, during the second incident Mr G was in control of the car and it was his responsibility to manoeuvre it safely. And while it may have been unfortunate that he didn't have the benefit of the parking sensor to help him, it was Mr G's actions alone that caused the additional damage to his car.

So, again, the circumstances of the two incidents are quite different. It's also notable that the areas of damage are different, with the first causing damage to the rear bumper area, whereas the second incident not only damaged the rear quarter but also the passenger side door. So I'm persuaded that it was fair for Ageas to classify this as two separate incidents and two different claims.

It follows that, given there were two different claims, requiring repairs to two different areas of the car, and which resulted in two different repair invoices being produced, I'm persuaded it was fair for Ageas to consider the above to be two separate claims.

Did Ageas classify the claims correctly?

Given that I think it was fair for Ageas to deal with the two incidents as separate claims, I also think it was reasonable for it to record both incidents separately on a shared insurance database, known as the Claims and Underwriting Exchange (CUE). When doing so it has recorded both incidents as "NCD dis-allowed (sic)". This is the equivalent of a 'fault' claim where NCD stands for no claims discount.

I'll explain that Insurers often refer to claims as being *fault* or *non-fault*. But these terms are really a form of shorthand and can be somewhat misleading. A *fault* claim doesn't necessarily mean that the policyholder was to blame for the accident or claim, just that the insurer hasn't been able to recover its cost for settling the claim from a third party or their insurer. So, when a car's been hit while parked and the third party remains unidentified, as

the insurer has no-one to recover their costs from, they'll typically refer to it as being NCD disallowed or a *fault* claim. We think that's fair. And that was the case for Mr G's first incident.

In response to our Investigator's complaint assessment Mr G has quoted some technical guidance which he attributes to the Service, which says that a claim should not be coded as fault merely because the third party is not identified. It's not completely clear where this guidance comes from. But it might be the case that that we'd apply that kind of reasoning where an insurer could, with further investigation, potentially identify a third party who could then be held liable for the claim. In those circumstances if the insurer had failed to do any further investigation then we might find that it acted unreasonably. But that's not the case here.

It appears that it was around two weeks after the events leading to the claim before Mr G told Ageas about them. And, at that stage, there didn't appear to be any further lines of enquiry Ageas could reasonably make to identify the third party driver. So, given that it couldn't identify the third party and it had no one to recover its outlay from, I think it acted reasonably in considering the incident to be a NCD disallowed – fault – situation.

Mr G has also argued that Ageas should have classified the incident as an act of 'vandalism'. Had it done so he believes it would not have affected his NCD and he wouldn't have had to pay his excess. But I don't think that would be fair. An act of vandalism is generally considered a wilful and malicious act against an individual's property. That doesn't appear to be what happened here, so I don't think it's a reasonable description of the incident that occurred.

Sadly, this sort of incident, where one car bumps into another while manoeuvring into or out of a parking space is not uncommon. And those actions are almost always entirely accidental - that is there is no intent on the part of the driver causing the accident. So where the third party remains unidentified, the industry standard is to consider it as a driving accident "hit while parked", rather than a deliberate act. And when deciding how to classify such an incident insurers are required to use the balance of probabilities, that is what's more likely to have happened than not. They're not required, as Mr G has argued, to give the benefit of the doubt to the injured party. And given that Ageas has applied the industry standard classification that this was an accident, I don't think it was required to record this as an act of vandalism.

Similarly, Mr G has argued that he should benefit from his policy's uninsured driver promise. That says that if an uninsured driver damages Mr G's car he would not have to pay his excess and his NCD would be unaffected.

But in order for that to apply here, Mr G would have needed to give Ageas the identity details of the car (registration number etc) as well as the name of the driver – if known – and the identities etc of any witnesses. But Mr G didn't have any of those details so he couldn't give them to Ageas. So it had no way of knowing whether the third party car was insured or not. In those circumstances I can't see that Mr G's entitled to benefit from the policy's uninsured driver promise. And it follows that I think it was fair that Ageas didn't apply it.

In the above circumstances, as Mr G made two claims where Ageas could not recover any of its outlay, I think it was reasonable for it to charge Mr G two separate excesses and to record the claims on CUE as NCD disallowed.

Duplicating a claim and the effect on Mr G's premiums

When the broker sent Mr G his renewal invitation documents in May 2025 those referred to him having made three claims rather than two. Two of those said "hit while parked". After Mr G complained Ageas agreed that one of those claims had been duplicated and it instructed the broker to remove it and recalculate Mr G's renewal premium.

I'll briefly explain that the final premium Mr G has to pay includes charges and/or discounts applied by the broker. But for the reasons already given I'm not considering any complaint about the broker's actions within this decision. So I've limited my concerns to looking at the 'base' premium which Ageas provides.

After removing the duplicated claim, Mr G's premium reduced by £151.33 in total. Mr G said he thought his premium should have reduced by more than that. So he was concerned that Ageas might not have calculated his premium correctly. To examine this we asked Ageas for information about how it calculated Mr G's premium. That information is commercially sensitive so I can't share it with him. But having considered it carefully I can confirm that it has only included two claims within it.

It follows that I've seen no persuasive evidence to suggest that Ageas applied its rating factors unfairly. In fact it's notable that, while it's recorded both claims on CUE as being fault (NCD disallowed) claims, when calculating his premium it's rated one claim as fault (NCD disallowed) and the other as a non-fault (NCD allowed). So in the circumstances, I'm satisfied it acted fairly.

I'll add that Mr G was concerned he was no longer befitting from his protected NCD. But his renewal documents show that his NCD has been unaffected by the recent claims. It follows, again, that I don't think Ageas has calculated Mr G's premium unfairly.

Repairs

Mr G was unhappy with a number of aspects of his repair journey starting with when the repairer's driver came to pick up his car. He said the driver's high viz jacket was covered in grease. This is something Ageas denies. It said the driver's jacket might have shown signs of wear and tear but that it wouldn't have been covered in grease or oil or otherwise in a condition that could have affected Mr G's car. And I note that Mr G hasn't alleged that his car showed marks or damage etc from the drivers jacket after it was returned to him.

Additionally, Mr G believes the repairs took too long, particularly as he was without a car during that time. I've seen no evidence beyond Mr G's comments that the repairs took longer than they should have done. And I note that Ageas offered Mr G a courtesy car at the outset. He refused that offer, but that was his decision. So I don't think it was Ageas' fault if he was left without a car for the duration of the repairs.

But I understand not everything went smoothly. For reasons that aren't clear the repairer was unable to communicate with Mr G by email. So, it had to send information to him by post, adding to the time things took. There was also at least one call that ended in a more abrupt fashion that Mr G thought was professional. Although I note Ageas didn't think the call handler hung up on Mr G but instead brought an unproductive conversation to a sharp end. But I understand that issues like these, on top of the inconvenience of being without his car, would have added to Mr G's frustration.

Mr G was also concerned that Ageas didn't find any faults with his rear parking sensor, even though he'd sent it a photograph showing it was misaligned. I've noted that, for one reason or another, consideration of this aspect was omitted from an early job sheet. However, I've seen that the repairer clearly billed Ageas for removing and refitting the parking sensor before returning the car to Mr G.

It's also notable that, given Mr G's concerns about the parking sensor, the repair process was delayed to allow the manufacturer's garage to examine it. The manufacturer produced an invoice which clearly said that it had been asked to check the parking sensors were working correctly. Its result was that, after examination, it found the sensor tone was normal, all sensors were functioning correctly and no faults, past or present, were stored. Mr G has suggested that this invoice does not amount to a 'diagnostic report'. But I think it was quite clear that, by the time the manufacturer's garage examined the car, it was convinced that the

sensors were working correctly. So in this circumstances I don't find that any further diagnostic report is required.

It follows I'm satisfied that, while the repair journey wasn't a smooth as it could have been, and it met with extra delays because Ageas required input from the manufacturer, generally I think Ageas conducted the repair process fairly and reasonably overall.

Summary

Having considered Mr G's concerns very carefully I'm persuaded that Ageas fairly classified his claim as being two separate incidents and applied two separate excesses as a result. It also appropriately repaired his car. But it did make mistakes along the way, most notably duplicating one of the claims. But it later addressed this, removing the duplicated record and recalculating the premium. I think that was fair.

Also in recognition that Mr G had experienced some distress and inconvenience it credited him with compensation of £225. I think that was an appropriate sum in the circumstances as it fairly recognises the impact of certain shortcomings on Mr G. It's also in line with compensation awards we make in cases where a business' mistakes or shortcomings have required some extra effort for a consumer to sort out. So I'm not going to instruct Ageas to take any further action.

My final decision

For the reasons set out above I do not require Ageas to take any further steps.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 12 February 2026.

Joe Scott
Ombudsman