

## **The complaint**

Mr T complains Ageas Insurance Limited (Ageas) unfairly settled a claim on his motor insurance policy.

## **What happened**

Mr T was involved in an accident with a cyclist whilst driving his car. He reported the accident to Ageas.

Ageas considered the evidence provided and decided Mr T would most likely be considered liable for the accident. Ageas accepted liability for the accident, settled the third-party's claim, and recorded the claim as a fault claim against his policy.

Ageas didn't make Mr T aware of its decision to accept liability and pay the third-party claim. It apologised for the poor service received and paid him £100 compensation. It maintained its decision to accept liability wasn't unreasonable.

Because Mr T was not happy with Ageas, he brought the complaint to our service.

Our investigator didn't uphold the complaint. They looked into the case and said based on the available evidence, they didn't think Ageas' conclusion to accept liability was unreasonable. They said it wasn't unreasonable to settle the claim on a total loss basis because expert evidence concluded the third-party's bicycle wasn't repairable. They agreed Mr T had received a poor level of service, however said the compensation paid was in line with our Service's awards.

As Mr T is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

## **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.

It's important I make it clear that it's not my role to decide who's at fault for an accident, as ultimately that's a matter for the courts. And, like all motor policies, Mr T's policy allows Ageas to settle claims as it sees fit. That means it doesn't require Mr T's consent to decide how to settle a claim and it may make a decision that Mr T doesn't agree with. But I'll look to see it's done so reasonably.

In this case Mr T is unhappy that Ageas accepted liability and settled the third-party claim. And that it didn't inform him of this. I'll look to see that it made its decision reasonably.

When Mr T initially reported the accident to Ageas, it told him due to the circumstances of the accident reported it was likely he would be found at fault. Because Mr T disagreed with

this it asked him to submit a claim form and sketch of the accident, which he duly completed and submitted.

Ageas reviewed Mr T's written statement but said it didn't include any further evidence that would allow it to hold the third-party at fault. It said it also considered the highway code 2022 which says all road users have a duty of care to remain aware of their surroundings, and that cyclists are classed as vulnerable road users and special attention must be paid to them.

Ageas said as the party entering the roundabout Mr T, and any road user, must give way to vehicles approaching from the right-hand side. In this case the cyclist had already entered the roundabout from another road when Mr T entered it and therefore liability for this collision was found in the cyclist's favour. Ageas concluded that if this matter proceeded to a court hearing, from experience, Mr T would be held responsible for the incident. It therefore accepted liability and settled the third-party's claim.

I think Ageas completed a fair and reasonable investigation and I'm persuaded it made a reasonable decision to accept liability for the claim.

Mr T further disputes the value of the claim paid he said there was minor damage to the bicycle and he believed it was repairable.

I saw Ageas obtained a report from an independent cycle engineer which deemed the bicycle to be a write off, due to the carbon frame being cracked in several places. The report confirms it could not be repaired. Based on this report from the cycle expert, I don't think it was unreasonable for Ageas to settle the third-party claim for a replacement cycle. I recognise Mr T feels Ageas should've retained the damaged bike, but Ageas has explained it has no legal right to dispose of it because it is not its salvage.

I saw Ageas accepted it failed to inform Mr T of its final decision to accept liability. It apologised and awarded him £100 for the stress and frustration caused due to this. Although I agree that Ageas should've contacted Mr T and told him it had accepted liability for the claim and had paid the third-party claim, I'm not persuaded that contacting him prior to settling with the third-party would have changed the outcome in this case. Therefore I think the £100 paid was fair redress for the stress and frustration caused to Mr T.

Based on the evidence available, I'm persuaded LV made a fair decision to accept liability for the incident and the third-party claim was settled fairly. Therefore, although I understand Mr T will be disappointed, I don't uphold his complaint and don't require Ageas to do anything further in this case.

### **My final decision**

For the reasons I have given I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 20 March 2026.

Sally-Ann Harding  
**Ombudsman**