

The complaint

Mrs O complains about the way Ageas Insurance Limited (“Ageas”) investigated a claim and decided liability following a collision under her car insurance policy.

What happened

Mrs O had a car insurance policy with Ageas. She bought her policy via a broker.

In April 2025 Mrs O was reversing her car out of a car parking space in a service station. A third-party vehicle was driving behind her and the two vehicles collided, causing damage to the nearside of the third party.

Mrs O reported the collision to Ageas. She didn’t think any damage had been caused to her car. The third party made a claim for the damage to their car, and their insurer sought to recover costs from Mrs O.

Ageas investigated the collision but couldn’t recover CCTV or dashcam footage.

Ageas said it thought Mrs O was responsible for the collision. It settled the third party’s claim for a total of £5,148.11.

Mrs O complained as she said she didn’t think she was responsible for the collision. She said Ageas should have obtained the video footage and hadn’t done enough to recover this. She thinks the amount Ageas paid to settle the claim was too high and that the third party’s vehicle was already damaged. Ageas didn’t uphold her complaint.

As Mrs O remained unhappy, she brought her complaint to this service. Our investigator looked into it and thought it wouldn’t be upheld.

Mrs O didn’t agree with the view and asked that his complaint was reviewed by an ombudsman. So, it’s been passed to me to make a final 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.

I need to start by pointing out to Mrs O that this service isn’t the regulator. We’re an independent dispute resolution service and it’s my role to make a decision about whether Ageas acted fairly and reasonably in how it dealt with her claim.

In her approach to this service, Mrs O has raised several points about Ageas’, and her broker’s, handling of the claim and her relationship with them. I can’t see that she’s raised those points with Ageas (or with her broker) or that it’s provided her with its final response. This decision only deals with Ageas’ assessment of her claim and how it handled the process.

It’s not our role to determine who is liable for a collision. But what I can do is decide whether

I think Ageas investigated Mrs O's claim fairly and reached a reasonable outcome. And, in this case, I think it has. I'll explain why.

I can see from the file that Mrs O maintains that fault for the collision wasn't hers. She's said she was reversing out of a parking space, and the third party was driving along the line of parked vehicles when the rear of her car collided with the third party.

In her description of the damage on the third-party vehicle and how the collision happened, Mrs O said: *"I am sure this could not have been associated with my impact as I was very deliberate, careful and slow. I have also hardly moved out of my parking space. They claimed they saw me yet they sped up to me."*

This is different to what Mrs O said in her initial contact with Ageas, shortly after the collision, when she said she didn't see the third-party vehicle *"I looked back. There was nobody, and this thing, who came from out of nowhere..."*.

In its final response to her, Ageas said: *"The circumstances of the incident would hold you responsible for the incident as the reversing party. We would need to establish negligence for the third party however in this instance, as the proceeding party. they would have right of way and it would be the onus of the reversing party to check it is clear to continue their manoeuvre."*

And it's this point that's at the crux of Ageas's position. Mrs O was reversing and therefore needed to take more care. In her description of the event, she comments that the third party *"sped up to me"*. I think it's fair I say that, if Mrs O was observant enough to have noticed the third party, and then noticed that its speed had increased towards her, then she should have taken more care to avoid the collision.

Or, as in her first call to Ageas, Mrs O simply didn't see the third party. In which case she should have taken more care to notice and avoid them as she was the reversing driver.

The third party's damage was to both doors and the wing mirror on the nearside. Mrs O commented that her car could not have caused the damage as the vehicles *"barely touched"*. I note from her initial contact with Ageas, which was shortly after the collision, she described this as a *"slight bump"*.

The inference from Mrs O is that the third party's car already had the damage present. But I've seen no evidence of this and I note that the third party's wingmirror is folded in, like it had been hit, in photos of the scene.

I think it's fair I say that the differences in Mrs O's versions of events mean I don't find her description of what happened reliable.

Unfortunately for Mrs O, her insistence that she isn't at any fault for the collision doesn't mean that, in court, she's not going to be found at some level of fault for it.

It's important I point out that the word 'fault' here has a particular meaning for Ageas. It means that it's not able to recover its costs from a third party responsible for the collision.

In other words, if Mrs O was at least partially responsible for the collision then her 'fault' will be shown on her policy records and cross-industry databases.

Mrs O has also focused on CCTV or dashcam footage that she thinks should have been available and Ageas should have obtained. From the file, I can see Ageas asked for the footage from the third party, but it wasn't sent by the site operator to it. I've mentioned above

that there's also a note on file about some coverage not covering the exact locale of the collision – although this may relate to dashcam footage on the third-party vehicle.

While Mrs O believes that Ageas could have requested the CCTV footage more vehemently, I also have to note that it's Ageas' responsibility to keep its costs low. What this reasonably means is that it doesn't need to pursue all available evidence about the collision if it can reasonably satisfy itself about liability for it. It chased the footage a number of times, and I think it did enough.

Importantly, even if the footage was obtained, I don't reasonably think it would have affected the outcome of the claim being that Mrs O was to be held at fault, or some fault, for the collision. The footage may simply have confirmed this rather than proving her alleged innocence.

Ageas has acted fairly and reasonably in how it's decided liability and it follows that I'm not upholding this complaint.

My final decision

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs O to accept or reject my decision before 13 April 2026.

Richard Sowden
Ombudsman