

## **The complaint**

Mr S complains that Ageas Insurance Limited mishandled a claim on his motor insurance policy.

## **What happened**

The subject matter of the insurance, the claim and the complaint is a classic off-road vehicle first registered in 1965.

Mr S acquired the vehicle in 1984.

For the year from early February 2025, Mr S had the vehicle insured on a classic car policy with Ageas. The policy schedule said that no-claims discount was not applicable on this policy.

Unfortunately, Mr S reported to Ageas that on 2 March 2025, his vehicle and a third party's vehicle had been involved in an accident.

The third party made a claim against Mr S.

By about 1 April 2025, Ageas told Mr S it had received a statement from a witness, so it was treating the third party's claim as a fault claim against Mr S.

Mr S complained to Ageas that this wasn't treating him fairly.

By a final response dated 11 April 2025, Ageas turned down the complaint.

Mr S brought his complaint to us in September 2025.

On about 4 November 2025, Ageas offered through us to pay Mr S £150.00 compensation.

Our investigator recommended (on 11 December 2025) that Ageas' offer was fair.

Mr S disagreed with the investigator's opinion. He asked for an ombudsman to review the complaint. He says, in summary, that:

- He was travelling at slow speed on a straight road.
- The weather was clear and bright.
- The witness was following the third party.
- Neither the third party's vehicle nor the witness's car were showing any lights. So he took them to be parked.
- He pulled out to pass the parked cars in plenty of time (some 50-60 metres away).
- If the third party had looked, he would've seen Mr S's vehicle.
- There were no oncoming vehicles.

- The third party pulled out.
- The third party is liable whether he looked or not.
- Only after the accident did a vehicle arrive from the other direction.
- The witness confirmed that the third party hadn't indicated.
- He's paying about £400.00 more than last year for his insurance.

### **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.

Different insurers assess risk and set premiums in different ways at different times. That said, insurers often assess risk and set premiums at a higher level for drivers who have been involved in any claim- and more so a fault claim.

When an insurer makes an outlay on a claim, it's common practice for that insurer to treat the claim as a fault claim against its policyholder unless and until it recovers its outlay in full, typically from a liable third party or their insurer.

When an insurer agrees with the third party or their insurer to split liability (e.g. 50/50), each insurer recovers its outlay in part but not in full. So split liability results in a fault claim against each policyholder.

Ageas' policy terms included the following:

*"General Conditions...*

*7 We can:*

- *takeover, conduct, defend or settle any claim; and*
- *take proceedings, at Our own expense and for Our own benefit, to recover any payment We have made under this insurance.*

*We will take this action in Your name or in the name of anyone else covered by this insurance. You, or the person whose name We use, must co-operate with Us on any matter which affects this insurance."*

The effect of that term was that, on a question of how best to deal with a claim involving a third party, Ageas' view would prevail over its policyholder's view.

I will consider whether Ageas treated Mr S fairly. Unlike a court, we don't hear evidence from each driver and decide the extent to which either of them is responsible for causing injury or damage.

From Mr S's photographs, I've seen that the scene was a country lane with no pavement.

I'm satisfied that Ageas took into account Mr S's report that he believed the witness's vehicle and the third party's vehicle to be parked on his side of the road. He reported that he'd gone past the witness's vehicle when the third party pulled out in front of him.

Mr S didn't report or claim for any damage to his vehicle. So Ageas had no outlay for which to pursue the third party.

At first, Ageas advocated Mr S's position to the third party's insurer.

However the witness made a statement that neither she nor the third party had been parked but rather were waiting for an oncoming vehicle, until it stopped. The witness also said there had been pedestrians in the road.

The witness's statement was in the form of a questionnaire. One of the standard printed questions was as follows:

*"Were any warning signals given by either driver? If so please give details."*

The witness answered that question with a "no".

So I consider that Ageas should've proceeded on the basis that the witness was saying the third party hadn't indicated his intention to move. Alternatively, Ageas could've asked for the witness to clarify.

Nevertheless, the witness said that she held Mr S responsible for the accident.

I'm satisfied that Ageas reviewed and weighed up all the available evidence.

Ageas decided not to incur the cost and risk of defending court proceedings, but rather to settle the third party's claim. I'm satisfied that Ageas reached a reasonable decision based on that evidence.

Mr S maintained to Ageas that the third party hadn't checked his mirrors before moving. Mr S also said the third party hadn't indicated.

Ageas later accepted that it hadn't investigated further as to whether the third party had indicated.

Nevertheless, Mr S had been overtaking when he hit the rear of the third party's vehicle. So I accept Ageas's view that the most favourable likely outcome for him would've been split liability.

### **Putting things right**

Split liability would've resulted in a fault claim against Mr S. So whilst I've noted some shortcomings in the way that Ageas carried out its investigation and supported him, I don't find it fair and reasonable to direct Ageas to remove the fault claim against Mr S.

I've thought about those shortcomings and their impact on Mr S. I can understand that he feels that the impact included an outcome that was unfairly unfavourable to him and favourable to the third party. I accept that the impact included that Mr S felt that Ageas wasn't listening to him.

Having weighed up the shortcomings and the nature and duration of their impact, I've thought about what I would've found it fair to direct Ageas to do if it hadn't made its offer of compensation. I conclude that I would've found it fair to direct Ageas to pay £150.00 in line with our published guidelines for compensation for distress and inconvenience.

As Mr S didn't accept the offer and I don't think Ageas made the payment, I will uphold this complaint and direct Ageas to pay Mr S £150.00 for distress and inconvenience.

### **My final decision**

For the reasons I've explained, my final decision is that I uphold this complaint in part. I direct Ageas Insurance Limited to pay Mr S £150.00 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 20 April 2026.

Christopher Gilbert

**Ombudsman**