

## **complaint**

Mr W complained that Ageas Insurance Limited settled a third party accident claim on his motor insurance policy without his knowledge or consent, although he had denied that his car had been involved in the accident.

## **background**

The third party, a bus company, claimed that its bus was stationary at a bus stop when Mr W's car overtook it, collided with the front of the bus, and didn't stop. Ageas phoned Mr W about the claim but he denied that his car had been involved any accident.

Mr W said Ageas told him they'd get back in touch with him if they needed more information, but instead they decided to settle the claim from the bus company without telling him, and he only found out that there had been a fault claim registered against him when he tried to renew his motor insurance with a different insurer. He then complained that Ageas settled the claim without his knowledge or consent.

Ageas accepted they'd told Mr W they would call him back but had failed to do so and they apologised for this. But they said they had told Mr W that the bus company had given them evidence that Mr W's car was involved in the accident and, if he couldn't provide evidence within 14 days to show his car wasn't involved, they would have to deal with the claim.

Ageas said Mr W hadn't given them any other evidence that it wasn't his car which had hit the bus. But the bus driver had given the correct number plate and details of Mr W's car, and the bus company had provided the CCTV footage taken from the bus. Although that footage didn't show the car's registration number fully, its prefix matched that of Mr W's car, and the accident happened about ten miles from his house. Ageas settled the claim because the third party had threatened litigation and they didn't think they could successfully defend such litigation. Ageas said they did tell Mr's W's broker, who had sold him the policy, that they had settled the claim.

Mr W was annoyed that Ageas settled the bus company's claim on what he believed to be less than concrete evidence. He said there could be other cars of the same colour and make with similar number plates, neither he nor his cousin had driven the car that day, and his car wasn't damaged. He wanted Ageas to remove the fault claim from his record and pay him damages of £500.

The adjudicator didn't recommend that Mr W's claim should be upheld. She thought that Ageas had acted fairly and reasonably, had given proper consideration to the circumstances of the claim, and were entitled to decide to settle it as they did.

Mr W disagreed and so his complaint has been passed to me to decide.

## **my findings**

I've considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

The adjudicator has already explained to Mr W that we don't decide who is at fault for causing an accident, as this is the role of the courts. Instead our role in complaints of this kind is simply to investigate whether the insurer acted fairly and reasonably and in line with their policy's terms and conditions, when they made the decision to settle the claim.

I have looked at Mr W's policy which says at page 17, that "*We shall have full discretion in the conduct of any proceedings or the settlement of any claim. The person who is seeking payment under this policy shall give Us all the information and assistance that We require to achieve a settlement.*" This means that if Mr W wants Ageas to provide him with insurance, he has to follow their advice in connection with the settlement of a claim against him, whether he agrees with the outcome or not. This is a common term in motor insurance policies and I don't find it unusual. Insurers are entitled to make a commercial decision about whether it is reasonable to defend a third party claim or better to settle it instead.

I can see that Mr W feels that Ageas haven't believed him, and settled the bus company's claim on what he thinks isn't concrete evidence, but Ageas aren't required to have concrete evidence; they only have to be satisfied on the balance of probabilities that it was more than likely that Mr W's car caused the accident.

I see that Ageas contacted Mr W shortly after the claim was made and then called him again some weeks later, and I've listened to that call. In it, Mr W agrees that Ageas has already been in touch about the incident and he'd told them he hadn't driven the car that day. He also confirms that his car had no damage. He denies being the registered keeper of his car and raises the possibility that his cousin may have been driving it. He asks Ageas to call him back on Wednesday, to give him time to call his cousin to check. Ageas do agree to call Mr W back, but they also end the call by saying that, as they had evidence that his car was at the scene of the accident and appeared to have caused the accident, they will have to deal with the claim if they don't hear from him within 14 days. They made that point several times during the call and I think that their message was clear. So I don't think it was reasonable for Mr W to assume that he didn't need to do anything else unless Ageas called him back.

I also consider that Ageas weighed up the evidence fairly. Mr W suspected, because the CCTV footage didn't show Mr W's car's full number plate, that the bus driver had guessed his number plate from that. But the bus driver had taken the full registration number at the scene, and the bus company provided it to Ageas when it made its claim. Even if Ageas had disregarded the CCTV film, it was still one party's evidence against another. So Ageas couldn't be confident of successfully defending the claim in court and as the claim amount was low, it wouldn't have been economical for them to do so. I don't think it was unreasonable for them to decide it was better for it to settle the bus company's claim rather than try to defend it. And, even if Ageas had phoned Mr W back, unless he had provided some other evidence in support of his account (which he didn't), Ageas had the discretion to settle the claim, even if Mr W didn't agree. Additionally, Ageas did write to Mr W's broker (who'd sold him the policy) confirming that they'd settled his claim, and it was reasonable for them to assume that his broker would tell Mr W.

Over all, I consider that Ageas have acted fairly and reasonably and in line with the terms of Mr W's policy in dealing with the claim against Mr W.

**my final decision**

For the reasons above it is my final decision that I don't uphold this complaint and I make no award against Ageas.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr W to accept or reject my decision before 8 June 2015.

Roslyn Scott  
**ombudsman**