

complaint

Mr S is unhappy with the cover Ageas Insurance Limited provided him with under his motor insurance policy.

background

On 18 September 2018, Mr S was involved in an incident with a third party, which he reported the same day. In summary, he said:

- The third party in front pulled onto the roundabout as it was clear to do so, but then slammed on their brakes, causing Mr S to go into the back of the third party's car.
- The third party got out of their car and accused Mr S of being on his phone. The third party suggested they meet in a nearby layby to exchange details.
- There wasn't a layby, so Mr S's passenger signalled to the third party as he exited the roundabout. He later pulled into a garage where he waited, but the third party didn't show up.
- Mr S thinks it was a scam – there was no reason to brake, the third party made accusations about Mr S and they left the scene.

The third party also contacted Ageas about the incident on the same day. They said:

- They were approaching a busy roundabout and slowing down – Mr S wasn't paying attention. They stopped to give way to traffic, and Mr S drove into them forcing them onto the roundabout.
- They confirmed they agreed to meet in a layby, but Mr S drove off – so he only had his registration number.

Ageas accepted responsibility for the matter on Mr S's behalf. It told Mr S:

- He hit the rear of the third party's car, and there should've been enough braking distance.
- There wasn't evidence to support that the third party's claim was fraudulent – the claim was relatively minor, it was reported to the police and they've been fully cooperative.
- It couldn't see traffic/police cameras on the roundabout. And unless Mr S can provide CCTV, it couldn't review the matter.
- It has the right to deal with and settle the claim on his behalf. This is on a '*without prejudice*' basis so it doesn't affect any claim Mr S may personally wish to bring against the third party.
- To claim for damage on his vehicle, he can either claim on his policy with Ageas, or contact his brokers about whether he has legal expenses cover.

Mr S was unhappy with Ageas' position and its complaint response and so, he brought his complaint to us. He said Ageas wouldn't defend him unless he got CCTV. He also mentioned that he hadn't received photographs of the third party's vehicle as he requested.

Our investigator didn't think Ageas acted unfairly. He agreed there wasn't evidence to suggest the third party deliberately caused the incident. And that he can see it thought about the value of CCTV – but it remained that there should've been enough braking distance to stop Mr S hitting the car. He also said that Mr S didn't have legal expenses insurance with Ageas in these circumstances.

Mr S remained unhappy and felt his complaint has been misunderstood. He was concerned with the way Ageas dealt with his original complaint, and that it wouldn't send him photos of the third party's vehicle.

The complaint has been passed to me to make a final decision.

my findings

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

Mr S told us he was unhappy that Ageas wouldn't provide legal cover to defend him. So I've looked at the terms and conditions of the policy, as this sets out the agreement between Mr S and Ageas about what it will and won't cover.

Under "*Section 1 – Liability to other people*", there's a section called "*Legal expenses*". But it's not relevant for what Mr S wants cover for. Instead, this section helps with any coroner's inquest, fatal accident inquiry, or matters in a magistrates' court (and therefore criminal matters), alongside specific offences for manslaughter, death by dangerous driving, or causing death by alcohol or drugs.

So I don't think Ageas wrongly denied legal cover, because it's clear that's not something it agreed to cover. Instead, Ageas' obligations here are to indemnify Mr S against any legal responsibilities for anyone's injuries or any property that was damaged in the incident. And I'm satisfied it's done that here by dealing with the third party's claim.

I appreciate Ageas might not have dealt with the third party's claim in the way Mr S would've liked. In that Ageas accepted responsibility at an earlier stage – meaning the third party didn't need to proceed to legal action. But as is a feature in all motor insurance policies, the general conditions explain "*We may, in your name, take over and deal with a claim*".

The term doesn't mean Ageas can do as it pleases – it should have sound reasons for its decision. Here, it explained why the evidence doesn't suggest the third party deliberately slammed on the brakes. And that it doesn't think CCTV would help – it's difficult to define a "slam-on", and in any event, there should've been a safe braking distance. Given this, it doesn't think Mr S would succeed in court, and therefore has made the decision to accept responsibility.

I think that was a reasonable conclusion for Ageas to make. It has considered Mr S's point of view and the evidence available, but believes that's outweighed by the circumstances of the incident – that he went into the back of the car suggesting there wasn't enough braking distance. I know Mr S strongly believes Ageas should defend him, but as I've said, his policy isn't there to fight on his behalf – it's to indemnify him. And here, I think it made a sensible decision about how to do that, as it's entitled to do.

Mr S has said he thinks the cover was misrepresented. I'm satisfied the information Ageas gave in its terms and conditions is clear and specific about what legal expenses it covers. And in handling this matter, it told him to speak with his broker about whether he had cover elsewhere. Indeed, it seems Mr S was given legal protection as a free benefit through his broker. But that's a separate policy with a different insurer. And in any event, the information I've seen about this shows it's to help where the accident isn't your fault. So, even with this

separate insurance, I can't see he was been told he had legal expenses cover that would help in this situation.

Mr S has also pointed out problems with how Ageas handled his claim – he said it wouldn't send him pictures of the third party's car. It seems these were shared in Ageas' final response letter, but Mr S has said the photos were faded and weren't sent by email as requested. It's not clear whether he raised this as an issue with Ageas but, either way, he's now had these by making a subject access request. And I don't think the impact on Mr S was such that I'd ask Ageas to do anything more.

Mr S also said Ageas mishandled his original complaint. In line with the Financial Conduct Authority's handbook, it had eight weeks to reply to Mr S's complaint – and it comfortably met this. I appreciate Mr S was unhappy with the content of the response and who it came from, but he was appropriately told what he could do next. And that was to approach our service, which he later did.

So, all in all, I'm satisfied Ageas fairly provided the cover it agreed to, and I don't think it needs to do anything to put things right here.

my final decision

For the reasons I've explained, I don't uphold Mr S's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 6 September 2019.

Emma Szkolar
ombudsman