

## **The complaint**

Mr H complains that Ageas Insurance Limited mishandled a claim on his motorcycle insurance policy.

## **What happened**

In mid-May 2020, Mr H had a motorcycle insured with Ageas. He was riding the motorcycle when, unfortunately, he was involved in an incident with a third party's car on a roundabout.

About a week later, the third party or their insurer made Ageas aware of the incident.

On 22 May 2020, Ageas contacted Mr H. He said that the third party had stopped in front of him, causing him to brake sharply and go over the handlebars. Mr H said there was no damage to the car. He didn't want to claim for the damage to his bike.

On the same day, Mr H sent an email with his evidence to Ageas. That included dashcam footage from a witness.

Ageas arranged repair of the third party's car in mid-June 2020.

In March 2023, Mr H complained to Ageas that it had settled the third party's claim – without telling him. By a final response dated 23 March 2023, Ageas turned down the complaint.

Mr H brought his complaint to us in early May 2023.

Our investigator recommended that the complaint should be upheld in part. She didn't recommend that the complaint about liability should be upheld. She recommended that the complaint about service should be upheld. She thought that there had been a clear fall-down in communication from Ageas. She recommended that Ageas should pay Mr H £150.00 compensation.

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

- Unfortunately it didn't receive the email in May 2020.
- Based on the dashcam footage, the third party had good reason to apply their brakes.
- Their claim was settled based upon the information available at the time. Its repairing garage found damage on the third party vehicle.

## **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.

Most motor insurance policies contain a term to the effect that - on a question of how best to deal with a claim from a third party – the insurer’s view will prevail over the policyholder’s view.

The Financial Ombudsman Service will look at complaints about the application of such a policy term. Unlike a court, we don’t hear evidence from each of the parties to decide the extent to which any of them is responsible for causing injury or damage.

Mr H was to the rear of the third party’s vehicle. Mr H’s bike suffered damage from being dropped. But he didn’t want to make a claim on his policy or against the third party. So I think that he and Ageas knew that it was highly unlikely that the third party would be held at fault for braking to a halt.

From a copy, I’ve accepted that Mr H sent an email with his evidence to Ageas on 22 May 2020. That included dashcam footage from a witness. Ageas didn’t receive that email, but there isn’t enough evidence to show the reason for that, or that Ageas was at fault.

In any event, photographs and dashcam footage aren’t the best evidence of an absence of damage – or an absence of damage due to the reported incident. A physical inspection of a vehicle provides better evidence.

And Ageas got its repairer to inspect the third party’s car. The repairer found damage consistent with the reported incident.

Ageas decided that – rather than incur the cost and risk of possible court proceedings – it would pay for the repairs. I consider that Ageas made a reasonable decision. Therefore I don’t find it fair and reasonable to direct Ageas to change the way it recorded the claim against Mr H.

However, Ageas should’ve told Mr H that it was settling the third party’s claim and recording a fault claim against him. Its failure to do so spared Mr H some upset in 2020 but caused him upset and inconvenience when he found out in 2023.

His inconvenience included having to locate the email from 2020. His upset included an understandable -but in my view mistaken - view that the outcome would’ve been different if Ageas had received the dashcam footage and other evidence from him in 2020.

### **Putting things right**

Overall, I agree with the investigator that it’s fair and reasonable to direct Ageas to pay Mr H £150.00 compensation for such 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 H £150.00 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr H to accept or reject my decision before 30 November 2023.

Christopher Gilbert  
**Ombudsman**