

The complaint

Mr M complains about Ageas Insurance Limited's (Ageas) handling of a motor claim under his Van Insurance policy.

What happened

Mr M took out a Van Insurance policy. In December 2023 Mr M made a claim following an incident he was involved in. Mr M said he was in the right lane approaching traffic lights which changed to amber, at this point he changed into the left lane. Mr M said he checked it was clear before carrying out his manoeuvre and indicated to let other drivers know he was moving. A third-party vehicle struck the rear left side of Mr M's vehicle.

The third-party said in their statement that there was stop start traffic and Mr M moved into the left lane cutting in front of her. She says she braked suddenly but it was too late. The front of her vehicle struck the rear left side of Mr M's vehicle.

Based on both parties' version of events and the damage to Mr M's vehicle, Ageas concluded that the third-party was established in her lane when Mr M moved in front of her, into her path. Mr M disputed this and said the third-party was at fault because he was hit from behind after he changed lanes and the third-party was speeding. Ageas said they couldn't prove that the third-party was speeding, and if the matter went to court, they didn't think a judge would find in their favour. Therefore, Ageas decided to settle the claim by agreeing liability with the third-party insurer.

Mr M was also unhappy that Ageas didn't provide him with a courtesy vehicle following the incident in question. Ageas said Mr M's policy didn't provide for one in this situation.

Our investigator didn't recommend that the complaint should be upheld. She thought Ageas was entitled by the policy terms and conditions to settle the claim as they saw fit. She said that Ageas had been fair and reasonable in recording the claim as a fault claim based on the evidence they had seen. She also didn't think Ageas needed to provide Mr M a courtesy vehicle.

Mr M disagreed with the investigator's view. He reiterated that the third-party had been speeding and he was already established in his lane when contact was made. He didn't agree to Ageas accepting this as a fault claim. Mr M said this would have an impact on his future premiums.

As Mr M didn't agree with the investigator's findings, so the complaint has been passed to me for a 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.

Having considered everything carefully, I don't think Ageas has acted unfairly in handling

Mr M's claim. I will set out my reasoning below.

This is clearly a matter of great principle to Mr M, and I appreciate he feels frustrated with the way Ageas has settled the claim when he believed he wasn't at fault.

I'll start by explaining that it isn't my role to decide who was responsible for causing the accident. This is the role of the courts. Instead, my role in complaints of this nature is to investigate how the insurer made the decision to settle the claim. Did they act fairly and reasonably and in line with the terms and conditions of the policy?

Under the terms of Mr M's policy, Ageas' ability to determine liability is included under the heading "what are my obligations". Here it says, in summary, Ageas has total control to conduct, defend and settle any claim.

So, Ageas is entitled, under the terms and conditions of their policy with Mr M, to take over, defend, or settle a claim as they see fit. And this means Ageas can settle the claim as they feel appropriate irrespective of what Mr M said and whether he agreed with the outcome or not. That means they don't require Mr M's knowledge or consent to decide how to settle a claim. This is a common term in motor insurance policies, and I don't find it unusual. And I think it's a reasonable term, as ultimately Ageas will have to pay any settlement, so they should be able to decide how to settle.

This having been said, I would still expect Ageas to act reasonably when relying on this term and properly consider the matter before proposing a settlement.

It is not in dispute that Mr M was changing lanes prior to contact being made. Mr M told our Investigator that he had already changed lanes and was fully established when the incident occurred. I have listened to a call between Mr M and Ageas. During this call Mr M accepted that he wasn't fully established in his lane and was at an angle which is why contact was made to the rear side of his vehicle.

Ageas said that having considered what Mr M told them about the incident, as well as the photographs of the damage to Mr M's vehicle and the third-party's version of events - they wouldn't be able to defend the claim. Ageas explained that if the matter was to proceed to court, they didn't think a judge would find in their favour based on the circumstances of the incident. Ageas thought Mr M was at fault for the incident and so they considered it best practise to settle the claim.

While I appreciate Mr M said the third-party was speeding, it would be difficult to prove the speed the third-party vehicle was travelling at or that it was the cause of the accident. Mr M also said if the third-party hadn't struck his vehicle, it would have been another vehicle in front. I can't consider something which didn't happen.

The evidence that Ageas had to consider was the two drivers' versions of events and photographs of the damage to Mr M's vehicle. Having reviewed the matter, I think it was reasonable for Ageas to accept liability for the claim. Mr M was changing lanes and contact was made to the side of his vehicle, and as such they couldn't evidence that Mr M wasn't at fault. I'm satisfied Ageas acted in line with Mr M's policy terms and conditions and considered the available evidence when they made their decision to settle the claim.

I think Ageas investigated matters reasonably. Mr M may disagree with their interpretation of the evidence and their decision to settle the claim, but I don't think they exercised their discretion unfairly or unreasonably when deciding to do so. I'm therefore satisfied that Ageas don't need to take any further action in respect of the claim settlement.

Mr M also complained that Ageas didn't provide him with a courtesy vehicle. Mr M's policy states a courtesy vehicle will only be available when the vehicle is being repaired by Ageas' approved repairers and only for 7 days. As a cash settlement was made for the claim, I'm satisfied that Ageas weren't required to provide Mr M with a courtesy vehicle.

Overall, I don't consider that Ageas treated Mr M unfairly. I can't reasonably ask Ageas to take any further action in this matter.

My final decision

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 26 July 2024.

Ankita Patel
Ombudsman