

The complaint

Mr A complains about the way Ageas Insurance Limited (“Ageas”) decided liability for a claim made by a third party under his car insurance policy.

What happened

Mr A had a car insurance policy with Ageas, which was taken out through a broker.

In early September 2023 he was involved in an incident with a third-party vehicle. The third-party driver thought there’d been a collision, which Mr A disputes. He contacted Ageas and told it about what’d happened.

The third party made a claim and said they thought Mr A had been at fault.

The incident was at a T junction. Mr A says was waiting at the junction to turn right out of it, when the third party crossed in front of him. The third party says Mr A’s front bumper and numberplate caused damage to the nearside of their car.

Ageas settled the third party claim because marks on both cars meant it didn’t think it would be able to win the case in court.

Mr A complained. He was unhappy that Ageas didn’t investigate the situation well enough and settled the third party’s claim.

As he remained unhappy, he brought his complaint to this service. Our investigator looked into it and thought it wouldn’t be upheld. He thought Ageas had investigated fairly.

Mr A didn’t agree with the view. Because he didn’t agree, this complaint has been passed to me to make 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.

It’s important I start by saying that it’s not the role of this service to decide which party was responsible for an incident as this is a matter for the courts. It’s our role to decide whether Ageas acted fairly and reasonably in how it investigated and decided Mr A’s claim.

I’ll also mention that when Mr A made his approach to this service he’s talked about not being able to sell his car because of the claim, which has cost him money due to having to pay emissions charges, and his premium increased after the claim was reported.

I can’t see that he’s raised these issues with Ageas, and if he is unhappy about these (and other) aspects of his claim then he’s free to raise these with Ageas and bring them to this service in due course if he remains unhappy.

I’m not going to respond to every point that Mr A has raised in his complaint, which reflects

our informal approach.

This decision is only about how Ageas investigated the claim and made its decision on liability.

Having read the file of evidence, I'm not upholding Mr A's complaint and I'll explain why.

I've read the information sent to this service by Ageas, which includes the evidence submitted by the third-party insurance company ("TPI") acting on behalf of the third-party driver.

Because Mr I disputed the collision had happened, Ageas instructed an engineer to inspect his car and report on the images of the third-party vehicle. The evidence produced by the engineer shows that Mr A's numberplate is cracked and there are rub marks and possibly paint transfer onto his front bumper around the numberplate that matches the colour of the third-party vehicle. The engineer used the images from the TPI to calculate the height of the damage that was evident on the nearside of the third-party vehicle.

The engineer who inspected Mr A's car said: *"Due to the consistencies in height and extent of the damage being claimed for, and damage to [Mr A's] front bumper I'm not in a position when I can support [Mr A] that this incident did not happen."*

The engineer is an expert in these matters, and it's important I give their opinion due weight.

Under the terms of his policy. Ageas can decide on liability:

"Accidents and claims

The insurer is entitled under this policy to;

- Take over and conduct the defence and settlement of any claim in your name or in the name of any other person insured by your policy."*

This type of clause is common in motor insurance, and I think its use here is fair.

The TPI instigated legal proceedings against Mr A because it felt that he was responsible for the damage.

I can see from the file that Mr A is adamant that the collision didn't happen. His frustration with the situation is understandable.

Ageas' position is that it must be able to prove in court that the collision didn't happen. And it must do this on the balance of probabilities. In other words, that there's more chance than not that the collision did not happen. And I've said above that the expert engineer said they couldn't support Mr A's version of events.

Unfortunately for Mr A's, there's no evidence in the form of CCTV or other footage, so the assessment of the collision must fall into the descriptions of both drivers and what other evidence can be shown by both sides to show what likely happened. Mr A points out that he had family members in the car at the time, but these people aren't likely to be viewed by the court as independent witnesses.

Mr A has also said that the cracked numberplate was from a much earlier period, but having reviewed his car's recent MOT results, I can't agree there's evidence of this.

Taking everything into account, I think I can fairly say that Ageas didn't act unreasonably in

how it investigated the incident and decided liability in this case.

Mr A has mentioned taking action in court against Ageas and the third party about this matter. This is his right, and he should seek legal advice if he wishes to do so.

My final decision

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 13 December 2024.

Richard Sowden
Ombudsman