

The complaint

Mr M complains that Ageas Insurance Limited (Ageas) unfairly declined his motor insurance claim and caused unnecessary delays. Any reference to Ageas in this final decision includes its respective agents unless specified otherwise.

What happened

The background of this complaint is known in detail to the parties involved, so I've summarised what I've found to be the key points.

- After being involved in a car accident, Mr M made a claim on his Ageas motor insurance policy for the damage. On receipt of the claim, Ageas explained it would most likely be settled on a 50/50 split liability basis.
- It took around four months for liability to be resolved. The third-party insurer offered 50/50 split liability. Ageas accepted this and settled the claim on this basis.
- Mr M disagreed and complained to Ageas about its decision as well as its overall handling of his claim. Ageas didn't uphold the complaint and maintained its position on the claim, so Mr M brought a complaint to this Service.
- Our Investigator considered the complaint and didn't uphold it. She was satisfied Ageas had acted fairly in its handling of the claim and that it wasn't responsible for the delays caused. Mr M disagreed, so the case has been passed to me, an Ombudsman, to decide.

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.

Both Mr M and Ageas have made a number of points in relation to this complaint, and I can assure both parties I've carefully considered everything that's been said. But in line with my informal role in deciding what a fair and reasonable outcome is, my findings will be summarised to focus on what is relevant to the crux of the complaint.

It isn't the role of this service to decide liability. What I can consider in this case is whether UKI handled Mr M's claim in a fair and reasonable way, and in line with the policy terms and conditions. And under the policy terms and conditions I've seen in this case, Ageas has the right to take over and conduct the defence and settlement of any claim in the policyholder's name.

From what I've seen, Mr M reported the incident to Ageas over the phone. During the call he said that his vehicle was damaged when both he and the third-party driver were reversing out of parking spaces at a local supermarket. Mr M said he came out of the space slowly before attempting to turn and stopped when he saw the third party's car. But the third party didn't and subsequently hit his vehicle.

Mr M said he viewed the supermarkets' CCTV footage, but the cars were in a blind spot, and you could only see the third party's car reversing out. Mr M said the third party accepted liability at the scene but was now disputing it which he thought was incorrect and unfair.

Ageas explained that as both vehicles were reversing at the same time and there was no CCTV or witnesses, it would be hard to prove that the third party was at fault – especially as they were now disputing it. They advised this meant the claim would likely be recorded as split liability and confirmed Mr M was okay to proceed with the claim for his vehicle repairs on this basis, which he said he was.

On another call a few days later, Mr M told Ageas he didn't want to proceed with his vehicle repairs under the claim until he knew whether the third party was accepting liability, as he didn't want it to affect his no claims bonus and policy premiums. He said if the claim was recorded as split liability, he would prefer to take care of the damage to his vehicle without going through his insurance. Therefore, Ageas agreed to put the vehicle repairs on hold until liability was resolved.

It took around four months for the third-party insurer to respond to Ageas regarding its position on liability, but I can see Ageas was regularly chasing it throughout this period. The third-party insurer was of the opinion that both party's actions contributed to the incident as they were both reversing at the same time. So as Ageas expected, it offered 50/50 split liability which Ageas accepted.

Mr M says this is unfair because he thinks Ageas didn't do enough to fairly decide liability – such as requesting CCTV footage or giving him enough time to present further information regarding his recollection of events. He says that as the third-party drove into him and admitted liability at the scene, they should be held solely responsible for the claim. Instead, he feels as though he's been forced by Ageas to accept split liability.

But there were no witnesses to what the third party said at the scene. And given the fact Mr M told Ageas the CCTV didn't show the incident due to a blind spot, I don't think it's unreasonable that it didn't request this. Prior to the liability decision Mr M had several calls with Ageas where he set out the circumstances of the incident in detail. So I'm satisfied he had sufficient opportunity to present any information he wished to be considered before a decision was made. And on balance, I can't see what else he reasonably could have provided that would've made a difference to Ageas' decision in this case.

With all that in mind, I'm not persuaded Ageas acted unfairly in its decision on how it settled the claim in this case based on the information available to it at the time the claim was made. I'm satisfied it carried out a reasonable investigation into the circumstances of the incident before reaching a decision on the claim and managed Mr M's expectations regarding this. So, I won't be directing it to do anything further in relation to Mr M's claim.

I can see that there were delays in resolving the liability position in this case. But from what I've seen, Ageas promptly raised the claim with the third-party insurer and regularly chased it for a response until one was received several months later. Therefore, I'm satisfied Ageas took reasonable steps to progress the claim in a timely manner and so I can't fairly hold it responsible for the delays that occurred in this case.

It follows, for the reasons set out above, I don't uphold this complaint and won't be directing Ageas to do anything further in this case.

My final decision

My final decision is that 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 10 January 2025.

Rosie Osuji
Ombudsman