

The complaint

Ms V complains that U K Insurance Limited (U K Insurance) found her to be at fault for an accident claim she was involved in, under her motor insurance policy.

What happened

In February 2022 Ms V was involved in a collision with a motor bike. She says the road conditions meant she had to pull to one side to allow oncoming traffic to pass. She then pulled out and heard a bump as the motorcyclist collided with her car. Ms V says he must've seen that she'd pulled in to allow an oncoming car to pass but decided to overtake anyway.

Ms V says the angle of her car where she had pulled in meant she couldn't see the motorbike in her mirrors when she subsequently pulled back out. She says the motorcyclist came off the bike, presumably as a result of the collision. Ms V says a couple of passers-by were at the scene. She exchanged details with the motorcyclist and soon after he visited her at home to take photos of the damage to her car.

Ms V says the motorcyclist's mother accompanied him and suggested the scuff marks on her car demonstrated she was at fault for the accident.

Ms V says she reported the accident to U K Insurance and to the police. She says in her view the third party was at fault. In April 2022 U K Insurance wrote to Ms V. It told her that following a review of the incident circumstances she would be held responsible for the collision. It explained any claim from the other party would be settled on the best possible terms.

Ms V responded to U K Insurance to say she disagreed and asked it not to settle any claim but to report the matter to her with any evidence, for her to deal with. U K Insurance continued to deal with the complaint with Ms V as the at fault party. She submitted a complaint and the business responded in May 2022. It says its policy terms entitle it to settle the claim at it sees best. As such says it has settled the costs with the third party and is unable to withdraw the claim.

Ms V didn't think this was fair and referred her complaint to our service. Our investigator didn't uphold her complaint. He says the policy terms allow U K Insurance to decide how to deal with the claim. He thought it had acted reasonably in how it assessed the claim based on the evidence available.

Ms V didn't agree and asked for an ombudsman to review her complaint.

It has been passed to me 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.

Having done so, I have decided not to uphold this complaint. I realise this will be

disappointing for Ms V, but I will explain why I think my decision is fair.

My remit here is to consider whether U K Insurance handled this claim in a fair and reasonable manner. It isn't my role, or within the remit of this service to decide who was at fault for the accident.

The terms of the policy under the "*General Conditions*" section say:

"3. Claims procedure – Our rights and your obligations:

We are entitled to:

- *take over and carry out the negotiation, defence or settlement of any claim in your name, or in the name of any other person covered by this policy."*

Most motor insurance policies include this term, or similar. It means U K Insurance has a contractual right to settle the claim how it chooses and doesn't need agreement or consent from Ms V. That said we still expect the business to act reasonably and make its decision based on the circumstances and facts of the matter.

I have thought about whether U K Insurance's handling of the claim was reasonable.

U K Insurance wrote to Ms V at the beginning of April 2022 telling her that in its experience she would be considered responsible for the collision. As a result, any claim it received would be dealt with on the best possible terms.

Following Ms V's complaint, U K Insurance wrote to her in May 2022 setting out its response. It says it received a witness report that holds her at fault for the accident and that damage had been caused to the third-party's motor bike. It refers to the policy terms that allow it to decide how to best deal with the matter, and says its unable to withdraw the claim as requested by Ms V.

I've read the witness statement U K Insurance refers to. This says the witness doesn't know any of the individuals involved in the accident. It says the driver believed to be at blame for the accident was the lady [Ms V] who was driving the car. The witness provided the registration and make of Ms V's car in the statement. Ms V is described as having pulled her car into the side of the road and subsequently pulled out as the motorcyclist drove past – causing the collision.

From the records provided, the engineer who assessed the damage to the motor bike considered it was a total loss.

I can see the third party's insurer thought Ms V was at fault for the collision. The third party recalled Ms V had left her indicator on for approximately seven seconds after the road was clear and hadn't moved. The third party proceeded past and says Ms V then pulled out without checking her mirrors causing the accident.

As above, it's not the role of this service to determine blame for an accident. Based on what I have seen U K Insurance has reasonably considered the available evidence. It decided that this indicated Ms V was at fault. In the circumstances I don't think this was an unreasonable conclusion. The witness statement places Ms V at fault and there are no other witness statements to consider. Ms V says she didn't see the third party in her mirrors and the collision occurred when she manoeuvred out, after having pulled over.

I acknowledge Ms V holds strong views that the third party is at fault here. But the policy terms allow U K Insurance to handle this claim as it deems appropriate. I accept Ms V asked that she be allowed to handle any claim herself. But the business is obligated to deal with

any claim relating to its policyholder, which is what it did here. Based on what I have seen I don't think U K Insurance has treated Ms V unfairly.

The records provided confirm that U K Insurance settled the claim on a "*without prejudice*" basis. If she chooses Ms V may be able to pursue the matter further via the courts.

Having considered all of this I don't think U K Insurance treated Ms V unfairly when handling the third-party claim under her policy. A claim has been registered appropriately against Ms V, which will impact on her no claims bonus. For the reasons I've already stated this isn't something I can reasonably ask U K Insurance to change.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms V to accept or reject my decision before 3 October 2022.

Mike Waldron
Ombudsman