

The complaint

Mr A has complained about Aviva Insurance Limited's decision to settle a claim as a fault claim under his car insurance policy.

What happened

While driving, Mr A hit a car in front of him. Aviva settled the claim as a fault claim.

Mr A thought this was unfair. He said there were mitigating circumstances as he saw another driver (not involved in the collision) carrying out a manoeuvre which he concerned about. He said he was watching the other car in his wing mirror when the car in front braked and he was unable to stop in time to prevent a collision.

Aviva said its decision was fair. Mr A asked us to look at his complaint.

Our Investigator thought UKI had acted in line with the policy and reached its decision to settle the claim in a reasonable way.

Mr A didn't agree. In summary he says the incident wouldn't have happened if another driver hadn't been carrying out a manoeuvre which was illegal. He believes Aviva should have investigated the other driver. He says the collision was a low impact one. Mr A doesn't believe Aviva properly investigated the claim before deciding he was at fault.

As Mr A doesn't agree the case 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.

We don't decide liability. That is the role of the courts. We look at whether an insurer reached its decision reasonably and in line with the policy.

Mr A's policy has a very common term found in most – if not all – standard motor insurance policies. Aviva says;

"Our rights

If we want to, we can take over and conduct in the name of the person claiming under the policy the defence or settlement of any claim or take proceedings for our own benefit to recover any payment we have made under this policy.

We shall have full discretion in the conduct of any proceedings or the settlement of any claim."

This means Aviva might make a decision Mr A doesn't agree with, but the policy allows Aviva to proceed this way. We agree with this in principle provided an insurer can show it treated its customer fairly when applying it.

Mr A has said that he believes Aviva reached its decision because of his age. I've seen nothing to suggest Mr A's age was a factor when Aviva decided how to settle the claim.

The circumstances of the incident, which Mr A accepts, is that he hit the rear of the car in front. He said this happened because he was alerted to how another car was being driven.

I understand Mr A feels strongly about his complaint. But I don't think Aviva has acted unreasonably in reaching its decision to settle the claim as a fault claim. As the driver Mr A has referred to wasn't driving one of the cars that did collide, I think it was reasonable of Aviva not to investigate their actions. As it explained, Aviva cannot argue proximate cause.

I think Aviva treated Mr A in a fair way and as it would any other customer in the same circumstances.

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 A to accept or reject my decision before 15 April 2024.

Geraldine Newbold
Ombudsman