

## **The complaint**

Mr B is unhappy Accredited Insurance (Europe) Ltd (Accredited) are holding him responsible for an accident after he reported an incident under his motor insurance policy.

Mr B is being represented in this complaint by a family member, but as Mr B was the policyholder, and for ease, I have referred to him throughout.

## **What happened**

In July 2023 Mr B was unfortunately involved in an accident involving another vehicle. He reported the incident to Accredited. In August 2023 Accredited were contacted by the third party's insurance company who were holding Mr B at fault for the accident. Accredited told Mr B it would be holding him at fault for the accident but Mr B didn't agree. Accredited sent Mr B an accident report to complete. Accredited reviewed the completed accident report but said it would be holding Mr B at fault for the accident.

Mr B didn't think this was reasonable and so raised a complaint. He said B hadn't provided him with evidence to show how it was holding him at fault, and hadn't sent him the accident report form in the way it was agreed. Accredited didn't uphold Mr B's complaint. It said it had final say on how the claim would be settled and it had given Mr B opportunities to provide evidence to support his position. Mr B didn't agree and so referred his complaint to this Service.

Our investigator didn't uphold Mr B's complaint. He said he thought the policy terms allowed Accredited to settle the claim on the best possible terms. He said he didn't think Accredited had made an error when reaching its decision on liability. He also thought it was reasonable for Accredited to send the accident report form by email.

Mr B didn't agree with our investigator. He said the decision Accredited had made on liability was based on the incorrect version of events and he had provided evidence supporting he wasn't at fault for the accident.

As Mr B didn't agree with our investigator, the complaint 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.

I want to acknowledge I've summarised Mr B's complaint in less detail than he has presented it. I've not commented on every point he has raised. Instead I have focussed on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Mr B and Accredited I have read and considered everything that's been provided.

I should explain it isn't this Service's role to say who's at fault for causing an accident as that is the responsibility of the courts. Our role is to look at whether Accredited carried out a fair

investigation, reviewed all of the evidence it has and has come to a reasonable decision.

The terms of Mr B's policy allow Accredited to take over and conduct the defence or settlement of any claim made under the policy. So it was entitled to settle the claim on what it believed to be the best terms and it had final say in how to settle the claim. However it needed to exercise this right fairly and reasonably, taking into account everything both parties have provided.

Accredited have said it held Mr B at fault for the accident as he had failed to give way to a correctly proceeding vehicle. After Mr B had submitted the accident report form it said it would still be holding Mr B at fault for the accident as it was confirmed Mr B had emerged from a side road with a give way, upon which the third party was already established and proceeding on the main road.

Mr B has said the statement that he has emerged from a side road isn't accurate as the third party wasn't established and proceeding on the main road. He has also said the third party vehicle was travelling at speed and this is supported by the images of the damage to his vehicle.

Based on the evidence provided I'm satisfied Accredited did consider Mr B's version of events and all the evidence available when coming to its conclusion to hold Mr B at fault for the accident. When Mr B reported the incident he had explained he was emerging from a side road when a third party vehicle had driven into him. Mr B later said this wasn't accurate and was given the opportunity to provide a further explanation of the accident. Mr B provided a further description of the accident in September 2023 which Accredited took into consideration when making its decision on liability.

I acknowledge Mr B doesn't think the circumstances Accredited have noted are accurate, however I'm satisfied it has taken into consideration the version of events Mr B has provided when making its decision. Mr B has also raised issues such as the speed of the third party vehicle, however Mr B did mention the speed of the third party vehicle when he reported the incident, and when he provided his additional statement and so Accredited have considered this information but ultimately have decided it doesn't impact its liability decision. I know Mr B feels strongly he wasn't at fault for the incident, but I don't think Accredited have acted unreasonably by holding Mr B at fault for the accident based on the available evidence.

Mr B has said he was expecting the accident report form to be sent in the post and doesn't think this should have been sent by email. I don't think it's unreasonable Accredited communicated with Mr B by email and can see it chased Mr B for a response. Whilst I acknowledge it may have been a surprise to Mr B if he was expecting the accident report form by post, I can't say he was impacted by Accredited sending this by email. Mr B received the accident report form and was given the opportunity to provide his version of events which he did.

I understand Mr B has raised concerns about the policy wording in relation to cancelling his policy, however this isn't something that was raised with Accredited as part of Mr B's complaint. This would need to be raised with the responsible business in the first instance and so I haven't considered this as part of this decision.

### **My final decision**

For the reasons I've outlined above, I don't uphold Mr B's complaint about Accredited Insurance (Europe) Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or

reject my decision before 2 December 2024.

Andrew Clarke  
**Ombudsman**