

The complaint

Mr W complains about the position on liability taken by U K Insurance Limited (“UKI”) after he made a claim on his car insurance policy.

What happened

In July 2023 Mr W was involved in a collision involving multiple other vehicles. So, he contacted UKI to make a claim.

Mr W says that he was the second vehicle in a chain of four. He stopped after the vehicle in front of him came to a stop, without hitting it. But his car was then hit by a van from behind which shunted him into the vehicle in front. A subsequent collision by another vehicle behind the van, then shunted his car again into the vehicle in front.

Although UKI initially didn’t consider Mr W to be at fault, after reviewing dashcam video provided by one of the third parties it thought Mr W had collided with the car in front of him before there was any impact to the rear of his own car. So, it decided to accept liability in part for the damage to the car in front.

Mr W complained about the liability position UKI took and the impact it had on his no claims discount and premium due to not recording the claim as non-fault. But UKI decided not to uphold the complaint.

Our investigator said the policy terms allowed UKI to defend or settle a claim. And after reviewing the dashcam video, he thought it showed Mr W hit the car in front first. So, he didn’t think it was unfair for UKI to partially accept liability.

Because Mr W didn’t agree, the complaint was referred 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 understand Mr W will be disappointed by this, but I’ve decided not to uphold the complaint. I’ll explain why.

I should start by saying it isn’t the role of this Service to decide who is liable for a road traffic accident. That’s a matter only the courts can decide on in circumstances where liability disputes aren’t resolved informally. So, I wish to make clear that I make no finding here on who was liable for the accident, or to what extent. I have instead considered if UKI acted fairly and reasonably in how it investigated the claim, and in how it reached its position on liability.

I’ve begun by looking at the policy terms. These say UKI are entitled to take over and carry out the negotiation, defence, or settlement of any claim in the insured’s name. Car insurance policies typically contain terms such as this, which allow the insurer to accept or defend

liability for an accident. But although the policy terms gave UKI the discretion to partially accept liability for the accident, it must have exercised that discretion fairly. So, I've considered if it did.

I'm aware Mr W had concerns about which version of the dashcam video has been viewed. There are two versions of this – one of which is the original video directly recorded on the dashcam, another of which is a recording of the original video taken from a device pointed at a screen. Given the dashcam video is a key piece of evidence, I can understand Mr W's concerns. But I would like to reassure him the dashcam video I've watched was the video from the dashcam, and not the other version recorded from a screen.

Mr W says the video shows no clear impact between his vehicle and the one in front prior to his car being hit from behind. He says there is only braking recoil of both vehicle which is visible. He also says the vehicle in front of him deliberately stopped suddenly.

UKI says the dashcam video clearly shows Mr W hit the car in front first before he was hit from behind. And that there was no evidence the third party in front of Mr W deliberately braked.

Having viewed the dashcam video, I don't think there was a lot of stopping distance between Mr W's car and the car in front at the point both cars began braking. And prior to Mr W's car being hit in the rear, his car was extremely close to the car in front. On balance, I don't think the dashcam video disproves Mr W hit the car in front before his own car was hit in the rear. So, I don't think it was unreasonable for UKI to conclude from the dashcam video Mr W was partly liable for the damage to the car in front.

Ultimately, for UKI to successfully have defended Mr W's claim, it would have needed to litigate. But it didn't think it would be successful since it thought the dashcam video showed Mr W hit the car in front before his own car was hit in the rear. So, it decided to partially accept liability.

UKI was entitled to make that decision under the policy terms, and I think it did so having considered the relevant evidence relating to the accident. And since I don't think UKI unreasonably found the dashcam video showed Mr W was partially at fault, and other than Mr W's comments, I've seen nothing more showing the car in front of him braked deliberately, I don't think it was unreasonable UKI came to the conclusion it would be unable to successfully defend liability. So, it follows I don't find UKI unfairly exercised its discretion to partially accept liability.

My final decision

For the reasons I've set out above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 14 February 2025.

Daniel Tinkler
Ombudsman