

## **The complaint**

Mrs A complains that U K Insurance Limited (“UKI”) decided she was at fault for a claim under her car insurance policy.

## **What happened**

Mrs A had a car insurance policy with UKI.

In March 2024 Mrs A was driving on a motorway in wet conditions. She collided with the central reservation causing damage to her car and the central barrier.

She reported the collision claim to UKI and made a claim.

The operator of the motorway denied liability for Mrs A’s collision with the central reservation. UKI recorded the claim as ‘fault’ for Mrs A.

Mrs A complained about UKI’s decision. She provided further evidence to UKI, which was passed to the third party. No further response was received so UKI continued to record the claim as Mrs A’s fault.

UKI said it thought it acted correctly in how it recorded the claim, so Mrs A brought her complaint to this service. She says her insurance premiums have gone up due to her claim. She asks that UKI change the record to non-fault and pays her compensation for her distress and inconvenience.

Our investigator looked into her complaint and thought it wouldn’t be upheld. He said he thought UKI acted in line with its policy wording.

Mrs A didn’t agree with the view. She made further points about the circumstances of the collision and complained about the way UKI handled her claim. Because she didn’t agree, her complaint has been passed to me to make a decision.

## **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’m not upholding Mrs A’s complaint and I’ll explain why as I appreciate this will be a disappointment to her.

I can see from the file that Mrs A has made further points about the way UKI interacted with her during the claim, and about another part of her claim from UKI. I can also see she’s made another complaint which has reached this service.

This decision only deals with UKI’s decision on liability for the collision.

Firstly, it’s important I say it’s not this service’s role to determine who may be liable for a collision. But what I can do is decide whether I think UKI investigated Mrs A’s claim fairly and

reached a reasonable outcome. And, in this case, I think it has.

It's important I say that the word 'fault' has a particular meaning for UKI. What it means is that it's not able to entirely recover its costs from a third-party responsible for the collision. In other words, if Mrs A was at least partially responsible for the collision then her 'fault' will be shown on her records.

I can see from the file that the operator of the central reservation maintains there were no other reports of issues from other drivers around the time Mrs A collided with it. It said the location was inspected a day before the collision. It suggested Mrs A's speed may have been a factor in the collision, which Mrs A refutes.

And this, I think, is the central issue here. Without proof the third party was entirely responsible for Mrs A's collision, she will reasonably bear some responsibility for the collision. And, as I say above, this means it'll be recorded as 'fault' for her.

I appreciate Mrs A's strength of feeling on this point, but UKI also has a responsibility to keep its costs low. It tried to investigate further with the third party following Mrs A sending it information, but a response wasn't forthcoming.

So UKI acted in accordance with its policy wording and decided liability. The appropriate part of the policy wording is this:

*"When we can act on your behalf*

*We're 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."*

This type of clause is common in motor insurance policies, and I think its use is fair here.

What this clause means is that it's UKI's choice about how it makes the decision on liability for the collision. Ultimately, this can happen without Mrs A's agreement. UKI has followed its policy terms and conditions, and it follows I think its decision on liability is fair and in line with those.

I'll also mention that there are many factors that may mean Mrs A's premium changed at renewal. These will include whether she's made a claim, as well as whether the 'fault' for that claim was determined as hers or not. Mrs A may also be aware of price increases in the motor insurance marketplace in the last year or so.

What this all means for Mrs A is that her premium is likely to have changed for a range of factors that may be linked to the collision she had. But I can't fairly say this is the fault of UKI.

### **My final decision**

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 21 January 2025.

Richard Sowden

**Ombudsman**