

## **The complaint**

Mr D is unhappy U K Insurance Limited (UKI) are holding him partially at fault for an accident after he made a claim under his motor insurance policy.

## **What happened**

In May 2024, the named driver on Mr D's policy was unfortunately involved in an accident involving another vehicle. Mr D submitted a claim to UKI under his motor insurance policy. In July 2024 UKI told Mr D it would be looking to settle his claim on a 50/50 liability basis. Mr D didn't think this was reasonable and so raised a complaint.

On 8 August 2024 UKI issued Mr D with a final response to his complaint. It said Mr D's version of events were supported by one witness statement, but another witness statement supported the third party's version of events. It said as it was unable to know which version of events were accurate, it was reasonable for it to settle the claim on a 50/50 basis. It said the terms of Mr D's policy entitled it to make this decision. It said it made an error when Mr D raised his dispute with the liability decision and so paid £50 compensation.

On 23 August 2024 UKI issued Mr D with a further response. It said it was unable to provide Mr D with a copy of the third-party version of events or witness statement as this was from a third party. It said it no longer required an accident form to be completed by its customers as it can collate all of the information it requires over the phone. Mr D didn't think this was reasonable and so referred his complaint to this Service.

Our investigator looked into things. He said he was satisfied UKI had properly taken into consideration all of the evidence available to it, and was reasonable to offer a 50/50 liability split based on the terms of the policy. He said he thought the compensation UKI had awarded was reasonable in the circumstances.

Mr D didn't agree with our investigator. He said he thought UKI had settled the claim on a 50/50 liability basis with limited investigation. He said UKI hadn't agreed to send him a copy of the third-party witness statement and when he got a copy of it he noticed two issues with it.

As Mr D 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 D's complaint in less detail than he's presented it. I've not commented on every point he has raised. Instead I've 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 D and UKI I've read and considered everything that's been provided.

I also want to make clear what I've considered as part of this decision. I've considered the complaint points UKI have addressed in its final response dated 8 August 2024 and follow up response on 23 August 2024.

I should explain that 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 UKI carried out a fair investigation, reviewed all the evidence it has and has come to a reasonable decision.

The terms of Mr D's policy allow UKI 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 has the final say in how to settle a claim. However it needed to exercise this right fairly and reasonably, taking into consideration everything both parties have provided.

UKI have explained Mr D's version of events are supported by a witness statement. However the third party's version of events are also supported by a witness statement and so it would be unable to confirm whose version of events is correct. Therefore it has looked to settle the claim on a 50/50 liability basis.

I'm satisfied from the evidence provided UKI have considered all of the evidence available to it and have come to a reasonable decision on liability. There are two witness statements each giving contradicting version of events, and no further evidence such as CCTV or dashcam footage has been provided. Given the conflicting evidence I don't think it was unreasonable for UKI to settle the claim on a 50/50 liability basis.

Mr D has said there are issues with the third-party witness statement which brings its reliability into question. He has also said he believes the third party knew the witness. I haven't seen evidence the third-party and witness knew each other, and I don't think the issues Mr D has raised about the third-party witness statement demonstrate UKI shouldn't have taken it into consideration when making its decision on liability. I know Mr D feels strongly about this, but overall I'm satisfied UKI have acted reasonably and in line with the policy terms in the way it looked to settle Mr D's claim.

Mr D has said he wasn't provided with an accident report form to complete. UKI have said it's no longer its process to issue accident report forms on UK based claims as it can collate all of the information required when speaking over the phone. I'm satisfied Mr D was given the opportunity to provide his version of events over the telephone and so hasn't been caused any detriment by not being asked to complete an accident report form.

Mr D asked for a copy of the third-party witness statement but was told by UKI it wouldn't be able to provide him with any information from a third-party source. I don't think this was reasonable as I think UKI could have provided a redacted copy of the third-party witness statement to Mr D. I think this would have caused Mr D some minor frustration, but I don't think this impacted his claim. He was later able to obtain a copy of the third-party witness statement from another source, and although he has raised concerns about the third-party witness statement, as I've already explained, I don't think this means the liability decision UKI reached was an unreasonable one.

UKI have acknowledged it made an error when Mr D first raised his concerns about liability and so paid £50 compensation. I think this error by UKI has caused Mr D some minor distress and so think the £50 compensation it has paid to acknowledge this is reasonable in the circumstances.

**My final decision**

For the reasons I've outlined above I don't uphold Mr D's complaint about U K Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 19 March 2025.

Andrew Clarke  
**Ombudsman**