

## **The complaint**

Mr B complains about the way Nelson Insurance Company Ltd (“Nelson”) settled a claim under his car insurance policy following an accident.

Any reference to Nelson in this decision includes its appointed agents and representatives.

## **What happened**

In January 2018 Mr B was involved in a road traffic accident. He reported the accident to his insurer, Nelson, and explained that he’d been waiting to turn left at a junction when a car pulling into the road he was on turned too early and clipped his vehicle while he was stationary. Mr B denied liability.

Mr B says he asked Nelson to communicate with him only via email as he wasn’t always able to receive post at that time. Nelson sent an engineer to inspect Mr B’s car. Mr B says the inspection was brief and took no longer than ten minutes. He says the engineer told him the repair would be straightforward and suggested that it might only require a painted bumper which surprised Mr B, as Mr B says he could clearly see far more damage than this.

Mr B was advised to get more than one estimate, which he did. He sent these over to Nelson with photos of the damage. But was shocked to find that Nelson had settled the claim and paid for the third-party’s repairs, finding Mr B liable for the accident.

Mr B made a complaint. He questioned how such a decision could be made without evidence or full written statements from both parties. He reiterated that he wasn’t liable for the accident and hadn’t been receiving post which is why he’d asked for emails.

Nelson said it had tried to contact him several times by phone, email and post, but on many occasions did not receive a response. Regarding the accident, Nelson said it couldn’t see how damage could’ve been caused to Mr B’s driver’s side door – if his comments about the angle the third-party vehicle was turning at were accurate. It added that it was not possible for it to continue to deny liability in the circumstances, based on the available evidence, and that even though it thought Mr B’s estimates were too high and included damage that wasn’t related to the accident, it would still deal with his claim and cover any accident-related damage to his vehicle. It also agreed to reinstate his bonus as a gesture of goodwill.

Mr B didn’t accept Nelson’s response, so he referred his complaint to this service. He said Nelson had failed to honour the terms of his policy and he’d suffered a loss as a result of this. He said he wanted Nelson to cover all his losses and pay him compensation.

Our Investigator considered the complaint, but didn’t think it should be upheld. He said Nelson kept Mr B adequately updated and gave him opportunities to relay his version of events, that it didn’t act unfairly by settling the claim in the third-party’s favour, and that it hadn’t unfairly concluded that the estimates Mr B provided were too high as they included damage unrelated to the accident.

Mr B didn’t accept our Investigator’s view, so the complaint has now come to me for an

Ombudsman's 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.

As this is an informal service, I'm not going to respond here to every point raised or comment on every piece of evidence Mr B and Nelson have provided. Instead, I've focused on those I consider to be key or central to the issue in dispute. But I would like to reassure both parties that I have considered everything submitted even if I don't address it in this decision. And having done so, I'm not upholding this complaint. I'll explain why.

I should clarify that it's not my role to determine liability for the accident, so my consideration will be limited to whether Nelson acted fairly and reasonably in the circumstances, based on the information that was available to it at the time. I'm also only considering Nelson's actions in relation to the accident in January 2018 and not other incidents Mr B has mentioned, as our Investigator has made Mr B aware from the outset.

In relation to the January 2018 accident, Mr B says he was denied a voice and didn't receive Nelson's communications despite asking for all correspondence to be sent to him by email. I've looked at the timeline of events and at the details of all the communication which took place between the parties. I can see from this that Nelson contacted Mr B several times by email and phone before it settled the claim.

For example, on 12 February Nelson emailed Mr B for his accident report form, on 6 March Nelson phoned Mr B requesting repair estimates, on 15 March Nelson called Mr B and left a voicemail, on 21 March Nelson called Mr B and left a voicemail, on 27 March Nelson again emailed Mr B for the estimates, and on 10 April Nelson called Mr B, left a voicemail and also sent a chaser by email.

Mr B also wrote out a statement describing the accident on the incident report form, which he returned to Nelson on 19 April – over two months after it had been sent to him. On 24 April Nelson emailed Mr B to advise that despite the incident occurring in January, it still hadn't received any supporting evidence that would enable it to challenge the third-party's version of events. In this email, Nelson pointed out that if Mr B's diagram was correct, then the damage to his vehicle would've been restricted to the front of the car and not the driver's side door. It told him that unless he had independent evidence to support his position, it wouldn't be able to challenge liability.

Mr B has said in response to our Investigator's view that he gave an initial statement over the phone in which he stated that the third-party was at fault. So I don't agree that Mr B was not given a voice as he used both the incident report form, and the initial phone call to explain his version of events regarding the circumstances of the accident. From the correspondence and communication timeline, it's clear that Mr B had ample opportunity to give his version of events to Nelson.

I accept that the correspondence wasn't sent exclusively by email, as Mr B says he requested. I've seen the notes of the phone call in which Mr B explains that due to his personal situation he wasn't receiving post. I agree that Nelson should've amended its records to reflect Mr B's communication preferences. So I've considered the impact of this, and whether it would've changed things. But having done so, I'm satisfied that even if Nelson had communicated exclusively by email, it wouldn't have impacted the outcome of his claim.

This is because Nelson was aware that Mr B wanted to defend the claim and was denying

liability. It had been informed of Mr B's version of events, together with a diagram from Mr B showing his recollection of how the accident happened. And I'm satisfied from what I've seen that it was the lack of evidence to support Mr B's position which led to Nelson being unable to challenge liability – not the fact that Nelson didn't send him everything by email or that Mr B missed any important post.

Many communications were sent to Mr B by email, including the requests for the incident report form, the repair estimates, and the request for independent evidence to support his version of events. So even though I think Nelson should've either sent Mr B everything by email or phoned him, I don't consider Mr B lost out as a result of Nelson sending some of its communications by post.

Nelson didn't accept Mr B's estimate for repairs. Its engineer said the damage to the driver's side door was unrelated to the incident – and I don't consider it acted unfairly here as Mr B's own account of the accident had already caused Nelson to query how the driver's side door became damaged, due to the angle at which Mr B said the third-party had collided with his vehicle. Lawyers began to act for Mr B and Nelson communicated with and received correspondence from Mr B's lawyers on a number of occasions.

I can't hold Nelson responsible for the actions of Mr B's lawyers. He'd need to complain to his lawyers about, for example, the post it sent to him, if he had told them he only wanted to be contacted by email. Mr B's lawyers sent him various letters and emails throughout the time it was instructed to deal with the matter. If he didn't receive the letters his lawyers sent him, this wouldn't be something for which Nelson is at fault.

Mr B's lawyers sent an email to Nelson in January 2019 and wrote to Mr B saying they had closed their file due to a lack of correspondence from Mr B and low prospects of success. Judgment was entered into in favour of the third-party. The lawyers said they felt that there wasn't enough contemporaneous evidence to prove that the third-party driver fell short of complying with their duty of care. This wasn't solely due to Nelson's actions but also because Mr B had failed to cooperate with his lawyers and provide timely instructions to allow them to defend him. Clearly in this case there was more evidence in favour of third-party. The damage to Mr B's driver's side door wasn't consistent with Mr B's version of events, the general rule about pulling out of a minor road on to a major road had to be taken into account, Nelson gave ample opportunities to Mr B to give his version of events and Mr B's lack of responsiveness prejudiced Nelson's position. I've considered all the evidence Mr B has sent in, including, but not limited to, the links to videos which I've watched, the emails he's sent and all the information he's provided.

For example, I've considered the information about Mr B's vehicle and the feature it has which prevents it from causing accidents. And I've also considered the note from Mr B's neighbour, but these haven't persuaded me that the complaint should be upheld. This is because even though Mr B wasn't receiving or picking up his post, I've found that Nelson communicated with him by phone and by email when it required a response from him. And as already mentioned, there was a lack of responsiveness and cooperation to Nelson's requests even when it made these by phone or email. The law firm also confirmed there were times it didn't hear back from Mr B, which is partly why it closed its file. And having reviewed all the evidence in relation to the damage to Mr B's vehicle, I also don't think Nelson's conclusion, that the estimates included repairs unrelated to the claim, was unfair. I don't consider the feature on Mr B's vehicle is evidence enough to show that he couldn't have caused the accident, as ultimately he was in control of the car. And although I've found that Nelson could've provided a better service, it said it was willing to continue to deal with the claim and it also allowed him to keep his bonus.

It follows therefore, that for the reasons I've explained, I don't consider Nelson has acted

unreasonably here.

### **My final decision**

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 B to accept or reject my decision before 4 May 2025.

Ifrah Malik  
**Ombudsman**