

The complaint

Mr K complains about Covea Insurance plc ('Covea') recording a claim on his motor insurance policy.

What happened

Mr K was alleged to have been involved in a road traffic accident in January 2024. Based on the circumstances it was told over the phone at the time, Covea decided to treat the matter as a fault claim on Mr K's policy.

Mr K subsequently contacted Covea in September and October 2024 to ask for a letter saying he wasn't at fault for this accident. But although Mr K denied any involvement in the accident, Covea didn't agree to provide this letter, or update how it had recorded the claim.

Mr K complained, and Covea provided a final response to this complaint on 24 October 2024. It said it had listened to the recording of the call from 2 January 2024 when it notified Mr K of the incident and asked for his version of events, and it was satisfied this showed Mr K had confirmed the accident had occurred. It also said it was satisfied that it was speaking with Mr K during the call from January, rather than someone else.

As Mr K was dissatisfied with this response, he brought his complaint to us.

Our investigator didn't think Covea had acted unfairly. He said Covea were allowed under the terms of the policy to settle a claim made by a third party. And after listening to the recording of the call from 2 January 2024 he thought the person Covea were speaking with was Mr K, and that he confirmed during this call there was an accident with a third party. So, he didn't think Covea had unfairly handled the claim.

Because Mr K 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, while I understand Mr K will be disappointed, I've decided not to uphold this complaint. I'll explain why.

I should start by explaining that 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. I have instead considered if Covea acted fairly and reasonably in how it investigated the claim, and in how it reached its decision on liability.

I've begun by looking at the policy terms. These say that Covea can take over and defend or settle any claim in the name of the person insured by the policy. I find this to be in line with industry standards as car insurance policies typically contain terms such as this which allow

an insurer discretion to decide the position it will take on liability on claims involving third parties. However, while the policy terms gave Covea this discretion, it must exercise it fairly and reasonably, so I've considered if it did.

Covea has provided several call recordings, which I've listened to. I haven't seen persuasive evidence that Covea wasn't speaking to Mr K on any of these calls and the individual Covea was speaking with sounds like the same person on every call. So, on balance, I think Covea did speak with Mr K on 2 January 2024.

On the 2 January 2024 call, Covea contacted Mr K to inform him a third party had been in contact to alleging they'd been involved in an accident with Mr K the day before. Mr K responded by giving a description of the circumstances of the accident, and by saying the third party was driving recklessly and at high speed which caused them to hit his car. Later in the call, Covea said it would record the claim as a fault incident on Mr K's policy, because there wasn't enough evidence to show the third party was driving recklessly, and because Mr K had pulled out of a minor road when it wasn't clear to do so.

During the later calls in September and October 2024, Mr K denied any involvement at all in the incident from January 2024. But I don't think any new information was provided to Covea which reasonably ought to have led it to think it wasn't speaking to Mr K in January 2024, or that despite what he'd said in January 2024, Mr K wasn't involved in this incident.

Ultimately, Covea received allegations from a third party and were provided with images of damage to the third party's car. So, it would have needed to decide if it would accept or dispute liability. Prior to doing so, it contacted Mr K for his version of events. He confirmed there was an accident and provided his account of the circumstances. But he didn't have evidence to provide showing the third party was speeding or driving recklessly. So, based on the circumstances, Covea exercised its discretion under the policy to not dispute liability, and I don't find that it did so unfairly.

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 K to accept or reject my decision before 14 July 2025.

Daniel Tinkler
Ombudsman