

## **The complaint**

Mr O complains about how UK Insurance Limited (“UKI”) dealt with a claim he made on his car insurance policy following an accident.

## **What happened**

Mr O has car insurance with UKI.

In March 2023 Mr O was involved in a car accident. He was hit in the side of his car by a third party as he waited at a junction. Mr O says although the other driver’s light at the junction was green, the driver should have checked the traffic ahead of him before continuing along the road.

Mr O says he complied with the Highway Code since he went through the junction at a green light and moved his car around other traffic safely, and he maintains the third-party is at fault for the accident. Mr O reported the incident to his insurance company.

Mr O complains UKI didn’t investigate his claim properly, in particular it didn’t obtain CCTV of the accident site, it didn’t update him as the claim progressed, and he was held at fault for the accident.

So, Mr O complained to UKI about its handling of his claim.

UKI say the emails Mr O claims to have sent weren’t received on the file; it says when emails are sent they automatically attach to the claims file if the reference number is contained in the email header. UKI say Mr O’s complaints about liability and possible CCTV were dealt with in previous complaints so it wouldn’t go over those points again.

Mr O wasn’t satisfied with the response from UKI so referred his complaint to this service. Our investigator looked into things for him and concluded that UKI didn’t need to take any further action in respect of the complaint. She said the terms of the policy allow UKI to take over and settle any claim; and that’s what it did. The investigator said Mr O didn’t raise the CCTV at the time the accident was reported, and it was unavailable by the time UKI became aware of it. The investigator thought the £150 compensation UKI paid to apologise for the lack of updates it provided to Mr O was fair and reasonable.

Mr O didn’t agree with the investigator. He said he thought he wasn’t liable for the accident due to the Highway Code. He said UKI settled the claim without considering his evidence and it should have obtained CCTV footage. Because Mr O didn’t agree the complaint has come 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 can see this incident and its consequences have had a significant impact on Mr O. I've no doubt he has done all he can to try and prove his claim and has acted in good faith when reporting the matter to his insurer. I can understand why he thought the accident circumstances and his own account of what happened would be enough to show the third party was at fault. And when his insurer conceded liability I think this would have both shocked and upset him.

But it's not for me to decide who was responsible for the accident. It's important to explain my role here is to look at whether UKI acted in a fair and reasonable manner, and within the terms of the policy in the handling of the claim. Decisions on responsibility are best dealt with by the courts.

### *Liability*

In the terms and conditions of the insurance policy UKI is, entitled to, "*take over and carry out the negotiation, defence or settlement of any claim in your name*". And this is what it has done here. Because of this UKI didn't need Mr O's agreement or approval to accept liability. But I would expect it to base any decision on things such as the version of events provided by Mr O and the third party, evidence provided to support or challenge the version of events, legal precedent, legislation, and the Highway Code.

I have listened to the call with Mr O on 18 March 2023. Mr O explains the third-party's traffic light signal was green, but the third-party should have checked the junction before proceeding. UKI explained that it was one person's word against the other and if the third party disputed liability it's likely the claim would settle on a 50/50 basis. But Mr O didn't agree. And so UKI denied liability.

The third-party had an independent witness to confirm their version of events. There is no CCTV, and the police didn't attend the scene.

Mr O says he was at the junction in view of the third-party. The third party hadn't stopped at the junction and was just travelling through. UKI explained Mr O should have waited where he was before going around the stopped cars and into the path of the third-party, but he doesn't agree.

UKI explained that having reviewed the accident location and photographs from the scene, it was Mr O who was expected to exercise caution, the onus was on him and its more than likely that is what the court would find. I don't think UKI acted unreasonably here since it looked at the evidence before it in order to come to that decision.

I have considered the comments made by Mr O after our investigator sent her view. And I understand why he feels the way he does. He has complied with his legal requirement to have an insurance policy in place and provided clear and compelling testimony about the incident and what happened. So, I can understand why he thought his insurance policy would protect his interests here. But, as explained UKI have acted within the terms of the insurance policy and so I can't say it's done anything wrong in its handling of the claim.

### *CCTV*

Mr O expected UKI to obtain CCTV footage of the incident in order to ascertain the circumstances. UKI say Mr O didn't advise them CCTV existed, so it didn't try to obtain any. Mr O says he made UKI aware of the CCTV at the beginning of the claim. I have listened to some calls from that period and haven't heard any reference to CCTV. I have also checked the claim notes and there is no reference to CCTV until later in the claim.

In one call as detailed above UKI explained since the incident was one party's word against the other the claim would likely settle on a 50/50 basis in respect of liability. Mr O didn't mention the possibility of any CCTV during that call, and this is where I would have expected him to mention it again, since the call handler explained there was no independent evidence.

During a call in March 2025 Mr O is told his claim is being reviewed. The call handler checks whether he has any dash cam or witnesses. Mr O responds saying, "*No, wish I did that would solve it all.*" Again, he doesn't mention CCTV at that point either.

I can see Mr O asked about CCTV in his email dated 3 June 2024 but that was over a year after the accident. I can't see evidence of CCTV being raised when the incident was first reported or in subsequent calls.

There is a call note within the claim notes where it appears UKI explained CCTV wouldn't have helped prove liability. The damage doesn't support speeding, and the crux of the matter was whether Mr O should have carried on through the traffic light or waited where he was. It was UKI's position that, although it didn't dispute Mr O's version of events, it was of the view that the courts would find he should have waited.

I appreciate how strongly Mr O feels about this. As an insurer UKI is likely to have experience of obtaining footage from traffic cameras, and how likely any footage would assist. I think, on balance, even if UKI had obtained CCTV footage it was unlikely to have made a difference to the liability position.

### *Updates*

UKI has accepted there were customer service failings in its handling of the claim and paid £150 compensation for the trouble and upset caused by not keeping him updated. I'm pleased to see this acknowledgement from UKI.

So, to conclude, I'm satisfied UKI acted fairly with regard to the claim decision made and note that it's paid compensation which acknowledges its poor service. I'm therefore not asking UKI to do anything more in respect of this complaint. I'm sorry to send unwelcome news to Mr O.

### *Conclusion*

I know Mr O is likely to find my decision confusing and frustrating – especially as I don't dispute his version of events. I hope he understands I have to base my findings on the available evidence. UKI has shown that it settled liability of the claim on the information and evidence it had. I know this is at odds with Mr O's recollection, but I find UKI's actions reasonable. And in the absence of any independent evidence, I can't see UKI has got something wrong in dealing with the claim the way it did.

### **My final decision**

For the reasons explained above, I don't uphold Mr O's complaint about UK Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 21 July 2025.

Kiran Clair  
**Ombudsman**