

## **The complaint**

Mr C is unhappy with the decision made by U K Insurance Limited trading as Citroen Insurance (UKI) following a claim made under Mr C's car insurance policy.

## **What happened**

In May 2024 UKI received notification of an incident from Mr C. Mr C says '*...whilst I was pulling up to the road junction a vehicle approached from the [H] road and at speed cut across the front of my vehicle encroaching my side of the road hitting my vehicle...*'

As part of its investigation, UKI reviewed the dashcam footage from Mr C's car. UKI advised Mr C that that a best case scenario would be a 50/50 split. UKI later told Mr C that it would be recording the claim as a fault claim. Mr C complained about UKI's decision to settle the third party insurer's (TPI) claim. UKI accepted that its service had been poor in respect of the communication about the outcome of the claim. For this failing it offered Mr C £30. UKI said the liability decision itself wouldn't be changed.

Mr C was unhappy with this response and brought his complaint to the Financial Ombudsman Service. UKI increased its offer of compensation to £170 to reflect the distress and inconvenience caused to Mr C.

The Investigator found that UKI had acted reasonably in reaching its decision to settle the TPI's claim, and said the offer of £170 was reasonable for what went wrong with the poor handling of Mr C's claim, and impact on him. The Investigator didn't ask UKI to do anything in settlement of the complaint. Mr C asked for his complaint to be referred to an ombudsman. As the complaint couldn't be resolved, it has been passed to me for 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'd like to reassure the parties that although I've only summarised the background to this complaint, so not everything that has happened or been argued is set out above, I've read and considered everything that has been provided.

Mr C feels strongly that UKI has not dealt with his claim properly. I understand it has been a challenging time for Mr C. But having reviewed the evidence I don't think UKI needs to do anything in settlement of this complaint. I can understand this is likely to come as a disappointment to Mr C but I hope my findings go some way in explaining why I've reached this decision.

When we investigate a complaint about an insurer's decision on a claim, our role is to consider whether the insurer handled the claim in a fair and reasonable manner. So, I've considered the evidence to determine whether UKI has acted fairly and reasonably in reaching its decision on Mr C's claim.

Mr C says he isn't at fault because it was the third party vehicle (TPV) that cut across him to turn into the road. Mr C says his own car remained within the junction at the time of the impact. When evidence is contradictory or inconclusive (or both) I have to make a finding on the balance of probabilities. That is what I find is most likely to have happened in view of the available evidence and wider circumstances.

I accept what Mr C has explained about his understanding of the incident, and importantly, why he considers the TP is at fault for what happened. And I recognise what Mr C has said about the TPV completing a dangerous turn into the road. I've balanced these comments with the evidence from the dashcam footage, and the Highway Code. It's important to explain that it's not my role to determine which party is at fault; my role is to consider whether UKI has acted fairly and reasonably in reaching its decision on Mr C's claim.

The Highway Code for Road Junctions says:

*Take extra care at junctions. You should*

- *look all around before emerging. Do not cross or join a road until there is a gap large enough for you to do so safely.*

*Rule 172:*

*The approach to a junction may have a 'Give Way' sign or a triangle marked on the road. You **MUST** give way to traffic on the main road when emerging from a junction with broken white lines across the road.*

I recognise Mr C's strength in feeling about the position of his car at the time of the impact. But the dashcam footage doesn't match Mr C's testimony about not moving his car at the time of the impact. It's evident that Mr C proceeded to move his car from the junction, and it was after this that his car made impact with the TPV. On balance, I think UKI's decision to settle the TPI's claim based on the evidence showing how the impact happened between Mr C's car and the TPV is reasonable.

Based on the dashcam footage, Mr C's testimony, and the Highway Code, I'm persuaded there was reasonable evidence for UKI to consider that the claim didn't have reasonable prospects of success, given the position of Mr C's car (exiting a junction whilst aware of another vehicle approaching), and the dashcam footage supporting this.

UKI is entitled to consider the likely outcome of defending the claim and going to court. It clearly thought that, if the claim proceeded to court, Mr C was likely to be held liable and that it wouldn't be able to defend the claim the third party had made. And it's fair that it wished to avoid the risks and costs associated with that. It's not in UKI's interests to accept liability for claims it thinks it can win. And based on the evidence, I'm persuaded its decision was fair and reasonable.

I'm persuaded UKI had enough evidence to say that it wouldn't be able to successfully defend Mr C's claim in court, and so settling the claim the way it did was a fair and reasonable course of action.

I appreciate Mr C's disappointment with this outcome. This situation has clearly left Mr C feeling stressed, upset, and financially out of pocket. But I can't ask UKI to do anything differently, given the evidence that has been provided. I haven't seen any evidence to persuade me that UKI's actions have been wrong, unfair, or outside of the policy terms.

UKI accepts its claims handling was poor in respect of the communication with Mr C and responding to his requests for an update. UKI offered Mr C £200 in recognition of this poor service and the impact on Mr C. Having considered what has happened, I'm persuaded this amount is fair and in line with what we'd direct in the circumstances.

This amount reflects the disappointment caused to Mr C in having to chase UKI for updates and this not happening in good time. I also note that Mr C found out about the outcome of his claim only after he'd chased UKI several times. I recognise this must've caused a level of trouble and upset Mr C wasn't expecting. However, it also recognises that whilst UKI could've done more to better manage the claim and communication with Mr C, the outcome of the claim itself remains unchanged. My decision will disappoint Mr C, but it ends our Service's involvement in trying to informally resolve this dispute between him and UKI.

### **My final decision**

For the reasons provided I uphold this complaint. U K Insurance Limited trading as Citroen Insurance is directed to pay Mr C £200 compensation. If any of this amount has already been paid, UKI is directed to pay the outstanding amount only.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 12 August 2025.

Neeta Karelia  
**Ombudsman**