

## **The complaint**

Mrs H complains about Liverpool Victoria Insurance Company Limited (LV) and the basis they decided to settle her insurance claim.

## **What happened**

Mrs H has a motor insurance policy, underwritten by LV. Unfortunately, in September 2024, her car was involved in a road traffic accident. So, she notified LV of this and made a claim.

LV made a decision to settle the claim on a 50/50 split liability basis. They cited a lack of evidence, the statement from the third-party (T) and the advice of their solicitors.

Mrs H disputed this and provided extensive comments as to why the accident was the fault of T. She raised a complaint, but LV maintained their position.

Mrs H brought her complaint to our service for an independent review. Our Investigator looked into it but thought LV had acted fairly. She said the terms of the policy made it clear LV had the ability to settle the claim how they saw fit. And in this situation, our investigator thought LV had done all they could to explore the liability dispute before deciding to settle the claim on a 50/50 basis. So, our investigator didn't think LV needed to do anything more.

Mrs H didn't agree. Amongst her points in reply, she maintained her belief that she hadn't been at fault for the accident and that LV had missed an opportunity to obtain CCTV footage which would have shown how the accident happened.

As Mrs H didn't agree, 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.

Having done so, I'm not upholding the complaint for broadly the same reasons as the investigator. I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome.

First, I want to recognise the impact this complaint has had on Mrs H. I recognise she holds strong views regarding the accident circumstance, who was at fault and so, who should be held liable. And I want to make it clear to Mrs H that my decision isn't intended to dispute her testimony. As Mrs H feels the accident was caused through no fault of her own, I can understand why she would feel unfairly treated when LV decided to settle the claim on a 50/50 basis.

But for me to say LV should reconsider the claim or do something more than they already have, I need to be satisfied LV have done something wrong. So, I'd need to be satisfied they failed to act within the terms and conditions of the policy Mrs H held when settling the claim as they did. Or, if I think they did act within the policy, that they acted unfairly when doing so. And in this situation, I don't think that's the case.

Before I explain why I've reached my decision, I think it would be useful for me to explain it's not my role, nor the role of our service, to re-underwrite the claim as we don't have the expertise to do so. Instead, it's my role to consider the actions LV have taken against the information available to them at the time, and the policy Mrs H held, and decide whether I think they've acted both fairly and reasonably. And I think they have on this occasion.

I've seen the terms and conditions of the policy, and this explains within the claims information section that LV were entitled to "*have total control to conduct, defend or settle any claim*". So, I think LV had the authority through the policy to settle the claim as they wished, with or without Mrs H's agreement. So, I don't think I can say they've done anything wrong when ultimately taking the decision to settle the claim on a 50/50 basis despite Mrs H's disputes and concerns.

But as I've explained above, as well as considering whether LV acted within the terms and conditions of the policy, I've also thought about whether LV acted fairly when doing so. I've considered Mrs H's testimony and comments at length, including the points she raised about the direction of travel of the road. I've also looked through the information LV held regarding the accident circumstances from both parties' points of view, and the conversations LV held with T's insurer.

I think it's clear both Mrs H and T felt the other party was at fault for the accident that occurred. And as there is no independent witnesses, or dashcam footage, the claim was essentially Mrs H's word against that of T's. T's insurer maintained their position of disputing liability over several weeks and across much correspondence.

Mrs H has said that LV missed the opportunity to gather CCTV footage due to the time that was taken. However, I haven't been provided with sufficient evidence to show that this was definitely available and would have shown the incident.

Further, LV contacted their solicitors for guidance on the cases chance of success if it was taken to Court. They reviewed the evidence and lack of further evidence such as independent witnesses and dashcam footage, and advised that a 50/50 split would be the best way to settle. As a judge would likely dismiss the whole claim.

So, I think the information given to LV by Mrs H, T and T'S insurer, and the solicitor suggested that the most reasonable way to settle the claim would be to settle on a 50/50 basis. And I think LV were fair to rely on the opinions provided. Because of this, I don't think I can say LV have acted unfairly and so, I don't think they need to do anything more on this occasion.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 24 October 2025.

Yoni Smith

**Ombudsman**