

The complaint

Mr A has complained about the way Liverpool Victoria Insurance Company Limited dealt with the claim he made under his motor insurance policy. He's unhappy about the way they settled liability and recorded the claim.

What happened

Mr A was involved in an accident with another car in March 2025. He was stopped on a side road and went to turn left but collided with another vehicle. Mr A held the other driver mainly responsible for what happened.

Mr A said the accident was partially his fault, but not entirely because the third party was speeding and came out of the blue. He says the third party should have been driving defensively and beeped his horn to warn Mr A. He also said the other party may have hit his car on purpose. He said he tried to make LV understand his position numerous times over the phone, but they refused to accept the other party was responsible.

A complaint was raised, and LV maintained that they were unable to dispute liability. They accepted responsibility for the accident to the third party insurer on Mr A's behalf but said they would look into his concerns around fraud.

Mr A was still unhappy, so he asked our Service to intervene.

Our Investigator considered what happened but didn't uphold Mr A's complaint. This was because he didn't think Admiral had acted unreasonably in settling the claim with him at fault for the accident. Mr A didn't agree, so 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.

I can understand why Mr A is frustrated as he believes the other party is mainly at fault for what happened. It isn't the role of this Service to decide liability – that's a matter for the courts. We do, however, look to see that insurers have acted in a fair and reasonable way.

The policy, like most motor insurance policies, says LV are entitled to have total control to conduct, defend and settle any claims. This allows them to take over the settlement of the claim and means LV can make a claim decision he disagrees with but must act reasonably when doing so.

Court proceedings can be expensive, so insurers will consider whether it's likely they will recover costs from the other party involved before pursuing them through the courts. LV considered the circumstances surrounding the accident including Mr A's testimony around what happened. Based on his testimony, LV accepted liability on Mr A's behalf. I appreciate Mr A disagrees with this.

LV says that it was Mr A's own version of events that caused them to accept liability. They said Mr A recalled he pulled out of a side road and the third party had right of way. And Mr A's allegation against the third party was they were speeding, but there was no evidence for this. LV also said Mr A didn't see the third party approaching, so doesn't actually know if they were speeding – and without a dashcam, they couldn't prove whether this was the case.

Mr A explained to LV why he didn't think he was fully to blame for what happened. He said he agreed the accident was partially his fault, but the third party was speeding, wasn't driving the way they were supposed to, and could have used their horn to warn Mr A.

I appreciate that Mr A wants LV to do more to hold the third party responsible as it's going to be difficult for him to afford to pay for insurance when his premiums increase. But I'm persuaded by LV's reasoning as to why, on the balance of probabilities, their decision to accept liability is a fair one and one they're entitled to take. Specifically, that Mr A admitted he made a mistake, that he was pulling into a main road so had a greater duty of care than the other driver when doing so, and that he hadn't seen the third party to know he was speeding.

So, I'm satisfied LV's position to concede to the third party's insurer on liability is a reasonable one.

I understand Mr A is concerned about potential fraud by the third party. I haven't considered any complaint about LV's investigation into fraud as this happened after the final response letter. If Mr A is unhappy about LV's response to these allegations, he may be able to raise a new complaint about it to LV.

My final decision

For the reasons given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 11 November 2025.

Andrew Wakatsuki-Robinson
Ombudsman