DRN-5657661

The complaint

Mr V has complained about U K Insurance Limited trading as Direct Line (UKI)'s decision to record a claim he made as a fault claim.

Mr V is a named driver under Mrs V's Motability insurance policy with UKI.

What happened

Mr V reported damage to their car to the insurer UKI. Mr V said he was involved in an incident with third party vehicle (TPV). Mr V provided dashcam footage and said he wasn't at fault for the incident.

UKI decided to deal with the claim as a fault claim. Mr V didn't agree with UKI's decision and complained. But UKI didn't uphold his complaint. So Mr V asked us to look at his complaint.

One of our Investigators found UKI hadn't done anything wrong.

Mr V doesn't agree as he says the TP driver caused the incident and Mr V isn't at fault. So the case 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.

As the Investigator explained, we don't decide liability. This is the role of the courts. But we can look at whether an insurer reached its decision reasonably and in line with the policy.

UKI's policy says it can take over the defence and settlement of a claim in Mr V's name. This isn't an unusual term as I've seen it in all insurance policies I've come across. We don't disagree with this term in principle provided an insurer can show it treated a customer fairly when applying it.

Mr V says the TPV caused the collision as the driver was in the wrong lane. Mr V says he didn't stop after the incident to exchange details as there was no hard shoulder and the TP driver was angry and making aggressive gestures from their car.

Mr V provided images from his dashcam after the incident which he says shows the registration plate of the TPV after it overtook him.

The circumstances of the incident are that Mr V had stopped at traffic lights on a multiple lane roundabout. Mr V was in the second lane. The TPV had pulled up alongside Mr V's car to his left, so in the first lane. Although the TPV isn't showing at the lights on the dashcam, Mr V is heard saying on the dashcam; "now why are you in that lane?"

This comment shows that Mr V was aware of the TPV to his left. As Mr V explained, the first lane is a left only exit to a business park. The lane Mr V was travelling in was for either the business park (one of two lanes) or a motorway.

As the lights changed, the TPV can be seen to the left of Mr V's car, while Mr V accelerated. A collision can then be heard, but not seen as the TPV is no longer in view due to Mr V accelerating. Just before the collision sound, Mr V's car – due to the TPV on the left - is seen moving across from right to the left lane – even though the right hand lane was clear.

Mr V says that the TPV was in the wrong lane and so Mr V wasn't at fault. He says the TPV hit his car.

UKI reviewed the footage and said;

> *"A review of the video evidence of the incident shows there was an acknowledgement you were aware the third-party was potentially going to attempt to change lanes and rather than avoiding the potential collision by driving defensively there was an aggressive acceleration from your vehicle which appears to be in an attempt to block the other vehicle from entering the slip road. There also appears to be nearly 300 foot of hard shoulder which could have been used to stop after the collision took place and instead of attempting to stop, you continued to accelerate away from the incident.*
>
> *Neither driver stopped at the scene and no details were swapped which has led to us being unable to fully identify the driver of the other vehicle and allowing the suspected third-party insurer to deny any involvement. We cannot see the registration of the third-party vehicle on the camera recording at the time of the incident."*

Having reviewed the information available and UKI's decision as to how to deal with the claim, I don't find UKI acted unreasonably. I understand Mr V will be disappointed with my decision, but this means I'm not upholding his complaint. I think UKI's decision to settle the claim as a fault claim was reached in a reasonable way and in line with the policy.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs V and Mr V to accept or reject my decision before 18 September 2025.

Geraldine Newbold
Ombudsman