

## The complaint

Mr U complains about how AXA Insurance UK Plc dealt with liability for a claim on his motor insurance.

## What happened

Mr U had motor insurance underwritten by AXA. In June 2024, he was involved in a car accident. The third party's insurer (TPI) blamed Mr U for the accident; Mr U blamed the other driver.

Following discussions with the TPI, AXA accepted liability. Mr U was unhappy with this and complained. AXA told him it had dealt with the claim on the best possible terms, but it said the damage to the vehicles didn't support his version of events and it didn't believe it had "*strong prospects to defend the matter.*"

Mr U didn't accept this and complained to this service. He said, in summary:

- The accident wasn't his fault. He believes the decision to accept liability was unjust.
- AXA failed to handle the matter fairly or defend his interests.
- AXA's agent was "*unprofessional... aggressive, dismissive, and harassing*". This left him feeling "*emotionally distressed*".
- He wants AXA to compensate him for the loss of his no claims discount, increased insurance premiums, and the distress caused by its agent.

Our investigator didn't recommend that the complaint should be upheld. He found that, given the conflicting versions of the accident, the issue of liability wasn't clear. He thought AXA had reviewed the claim and the issue of liability carefully, and its decision to accept liability was reasonable. He didn't think AXA's agent had acted unprofessionally during his calls with Mr U.

Mr U didn't accept this, so the case was passed to me to make a final 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.

Under the terms and conditions of Mr U's policy, AXA can defend and/or settle a claim as it sees fit (page 54, '*General conditions that apply to your policy*'). This is common in motor insurance policies and AXA doesn't need Mr U to agree this. This also means AXA can make a decision Mr U doesn't agree with. If it does, I can decide if that decision was fair and reasonable.

Mr U says he reversed from a parking space safely and the third party drove into him; the third party said Mr U reversed into him as they were proceeding correctly. There was no other evidence apart from the drivers' statements. For example, there were no witnesses, no CCTV, and no police report.

AXA's internal notes show that it tried to split liability with the TPI. For example, its 14 August note says: *"email sent to [Mr U] advising of possibly going for 50/50 split due to no further evidence and both VOE [versions of events] are plausible and so unable to determine full liability on [the third party]."* Given the disputed versions of the accident and the lack of any other evidence, I'm satisfied that this approach was reasonable.

When the TPI refused to accept split liability – and following an internal review – it agreed to accept liability. It called Mr U on 22 August to explain this. Its agent explained that Mr U could instruct his own solicitor if he didn't agree with its decision. AXA's records show it asked Mr U to confirm whether he'd appointed a solicitor several times between August and November 2024 but he didn't do so. It eventually accepted liability on 15 November.

AXA told us its decision to accept liability was based on the fact that Mr U *"was ultimately the reversing party and the onus would be on them to ensure the area was clear and safe to perform their maneuver [sic]. On the balance of probabilities this would have been found to be a fault claim if it proceeded to court."*

I think that's a fair summary. Both parties provided sketches of the accident. The two versions differ only slightly. The third party showed that they were already behind Mr U's vehicle when he reversed. Mr U's sketch shows that he was halfway through reversing when the third party hit his car. However, I think a court would likely find Mr U at fault whichever version was correct. Mr U was reversing and it was his responsibility to make sure it was safe to do so.

I'm satisfied that AXA wasn't making a judgement on Mr U's driving ability, as he believed – it was making a judgment on what it could defend in court. I agree with AXA that if this was put before a court, it would likely find Mr U liable for the accident. It follows that I think its decision to accept liability for the accident was reasonable.

I've listened to the calls between Mr U and AXA's agent in August and November 2024. I think the August call was difficult for both parties and I don't think AXA's agent handled it particularly well. I think he responded poorly to Mr U's annoyance. For example, he told Mr U that he knew what Mr U was going to say and that they were *"wasting time"* by continuing the call. While I understand what he was trying to say, this was interpreted by Mr U as dismissing his point of view. I think the agent could have expressed himself better. However, I find that he explained AXA's position and the next steps for the claim clearly. I don't agree that he was unprofessional or aggressive, or that he harassed Mr U.

I think the November call was different. I think Mr U was confrontational and aggressive from the start of the call. He was rude to the agent and refused to answer his questions. I understand why the agent ended the call.

In the circumstances, I don't think the agent's reaction during the August call was enough to warrant any further action from AXA. It follows that I don't uphold the complaint.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr U to accept or reject my decision before 20 October 2025.

Simon Begley  
**Ombudsman**