

The complaint

Mr K complains that Covea Insurance plc mishandled a claim on his motor insurance policy.

What happened

From September 2019, Mr K had a motor insurance policy with Covea. He renewed the policy in September 2020, 2021, and 2022.

The policy covered a vehicle made by a premium-brand car-maker and first registered in 2008. Any claim for damage (except to a windscreen) was subject to an excess of £775.00.

Unfortunately, Mr K reported that in late July 2023, a third party's vehicle had collided with his. Mr K held the third party liable.

The third party held Mr K liable.

Later, Covea and the third party's insurer settled the claims on the basis of liability split 50/50. Covea recorded a fault claim against Mr K.

Mr K complained to Covea that the accident hadn't been his fault.

By a final response dated 30 October 2024, Covea turned down the complaint.

Mr K brought his complaint to us in late January 2025.

Our investigator didn't recommend that the complaint should be upheld. He thought that Covea's decision to settle the claim as 50/50 split liability was fair and reasonable as neither party's version of events could be proved by independent evidence.

Mr K disagreed with the investigator's opinion. He asked for an ombudsman to review the complaint. He says, in summary, that:

- Covea didn't provide its policy terms until after the sale of its policy.
- Covea didn't send a professional to inspect and assess the damage to his vehicle, which he left unrepaired.
- The third party's version of events contained inconsistencies.
- His partner was a passenger in his vehicle.
- He told Covea the location and raised the possibility of CCTV.
- The 50/50 liability split is unjustified.
- The impact to his driver's door is critical: it would not have occurred if he had collided into the third party from behind.
- The third party admitted fault at the scene.

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.

When an insurer receives a claim and makes an outlay, it's common practice for that insurer to record a fault claim against its policyholder unless and until it recovers that outlay in full, typically from a liable third party. Where an insurer agrees to split liability with another insurer, then each insurer will recover some but not all of its outlay.

Covea's policy terms have been materially the same since at least September 2019. Mr K renewed his policy in September 2020, 2021, and 2022. So I find that Covea's policy terms applied to him.

Covea's policy terms included the following:

"Defending or settling a claim

You must not admit liability for any loss or damage, or make any offer to pay any claim. We are entitled to decide exactly how to carry out any legal proceedings or settle any claim and to:

- take over and defend or settle any claim in the name of any person, company or firm insured by the policy; and*
- take legal action in your name, or in the name of any person, company or firm insured by the policy, to get back any payment we make."*

The effect of that term is that, on a question of how best to deal with a claim from or against a third party, Covea's view would prevail over its policyholder's view. That's not unusual in motor insurance policies.

Unlike a court, we don't hear from each driver to decide the extent to which either of them is responsible for causing injury or damage. Rather we consider whether the insuree has acted fairly.

I think that it was common ground that the accident happened in three lanes of heavy traffic moving slowly in generally the same direction.

I wouldn't expect an insurer (or a court) to place much weight on Mr K's statement that the third party admitted liability at the scene, unless that statement was supported by other evidence such as a video or independent witness.

From the recording of Mr K's call to report the accident to Covea, I find that Mr K gave the location but didn't mention CCTV. So I don't consider that Covea fell below a reasonable standard by not making enquiries about available CCTV. In any event, CCTV may not have been as conclusive as either driver would hope.

I'm satisfied that Covea considered Mr K's report that the third party changed lanes and collided with the driver's door of his vehicle. Mr K's report said that there had been no independent witnesses. I don't find it unfair that Covea didn't regard his partner as an independent witness.

Covea also considered Mr K's photographs of both vehicles at the scene of the accident. So it was aware of the nature and location of the damage to his vehicle. I don't consider that Covea fell below a reasonable standard by not doing more to assess the vehicle to try to get more evidence of how the accident had happened.

The third party made a claim and Covea had to decide how to deal with it. The third party's version of events was as follows:

"I indicated to move into a clear lane from the third into the second lane, the other driver came across from the first lane into the second lane whilst undertaking. We were traveling at around 5mph at the time of collision due to heavy slow traffic. It was good weather with the sun to the rear of the vehicles. I didn't see the vehicle until last minute as he came across from behind at a faster pace than me, I tried to change direction, but he didn't notice me until the collision."

I've noted Mr K's points about position, speed, "undertaking" and observation.

However, Covea weighed up the versions of events. In the absence of dashcam, CCTV or independent witness evidence, Covea decided not to incur the cost and risk of court proceedings. Rather it decided that it would settle the claim 50/50. I'm satisfied that it carried out a reasonable and proportionate investigation and reached a fair and reasonable decision.

So, notwithstanding the adverse effects on Mr K including on his driving record, I don't find it fair and reasonable to direct Covea to change the way it has recorded the claim.

My final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct Covea Insurance plc to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 22 August 2025.

Christopher Gilbert
Ombudsman