

The complaint

Mr M complains that AA Underwriting Insurance Company Limited (AA) has held him partially responsible for an accident after he made a claim against his car insurance policy.

What happened

In September 2024 AA were notified that Mr M was involved in a car accident with a third party (TP) vehicle which was towing a horsebox trailer. Mr M said the trailer collided with his car when he was proceeding up the road but it became narrow as the two cars were approaching each other causing the accident. Mr M thought the TP should've given him way on the road. But the TP said they thought Mr M was at fault for the accident as he tried to squeeze through when there wasn't enough space.

The TP's insurer said, as their insured wasn't claiming for the damage to their vehicle, they offered to settle the claim for Mr M's vehicle repair costs on a 50/50 split liability basis.

AA attempted to contact a witness to provide a supporting statement, but it had no response. Consequently, AA said it didn't have sufficient evidence to defend Mr M's claim that the TP was fully responsible. So, AA agreed 50/50 split liability with the TP's insurer and wrote to Mr M informing him of this.

Mr M didn't agree as he thought the TP should've given him right of way as he was driving uphill. He thought the TP should be held fully liable for the accident.

Mr M complained to AA but it maintained its decision on split liability. So he referred his complaint to our Service. Our investigator didn't uphold this complaint. She thought AA's decision on liability was reasonable based on the evidence available to them.

Mr M didn't agree with the investigator. He said he didn't think it was reasonable for the TP to expect him to reverse back down a hill because she had live animals in the horsebox, and he didn't agree that AA's decision was supported by the Highway Code. He said it was the TP's duty to stop when they saw him coming down the road due to the size of their vehicle and what it was carrying. Mr M said that he had right of way driving up the hill, so he thought AA's decision to agree with the 50/50 liability split was unfair.

As Mr M didn't agree with the investigator, 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've decided to not uphold this complaint and I'll now explain why.

I should first explain that it's not for this Service to say who is at fault for causing an accident, as that is the responsibility of the courts. Our role is to look at whether AA carried out a fair investigation, reviewed all of the evidence it has and had come to a reasonable decision.

I've read Mr M's policy terms and conditions. This allows AA to takeover, defend or settle a claim. This means it had the ultimate and final say in how to settle a claim. However, AA should exercise this right fairly and reasonably, taking into account all of the information provided by both parties about the claim. This policy term is included in most car insurance policies.

Mr M disputes he is at fault because he was driving uphill and the third party was driving a larger vehicle which he thinks gives him right of way. However, AA said from the images of the road where the accident happened Mr M and the TP had equal opportunity to make way on their sides of the road, and the images didn't show that Mr M was on a hill and the road had levelled off at that point of the accident. In the absence of any further evidence such as CCTV or dashcam footage AA didn't think it had anything to prove one party's version of events over the other. Finally, AA said the Highway Code states that single track roads are only wide enough for one vehicle.

AA acknowledged that Mr M provided witness details. But AA was unable to get in contact with the witness. I don't think AA's decision was unreasonable.

Ultimately, while I appreciate Mr M is unhappy with the decision, I'm satisfied AA has considered all the evidence all parties have provided before agreeing to the split liability decision. AA was entitled to settle the claim under the terms it saw fit. And I don't think AA's decision was unreasonable.

I can understand Mr M's frustration with how the claim was settled. But based on the evidence I don't think AA treated him unfairly when agreeing to settle the claim the way it did.

My final decision

For the reasons I've given above, my final decision is that I don't uphold this complaint.

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

Colleen Cousins
Ombudsman