

## **The complaint**

Mr T has complained about his van insurer Haven Insurance Company Limited because it decided he was at fault for an accident.

## **What happened**

In July 2024, as Mr T was preparing to exit a slip road onto an A-road, he collided with another car in front. He said the other car had moved to join the A-road but stopped suddenly and unexpectedly – Mr T believes unnecessarily. Mr T made a claim to Haven. Haven accepted the claim but told Mr A it believed he was at fault for the accident.

Mr A did not accept that he was at fault. He thought the other driver had caused the accident on this occasion. He told Haven they had even apologised at the scene. He thought Haven should have investigated more and taken into account that the other driver had already fully entered onto the A-road when they stopped.

In a final response letter issued in August 2024, Haven acknowledged that Mr A thought the other driver had stopped unnecessarily. It said if he had any proof of that, it would consider it. But it also said that as he had been behind the other vehicle it had been his responsibility to allow room for any stoppage of the vehicle ahead such that a collision would be avoided.

When Mr A complained to the Financial Ombudsman Service, he said this wasn't the usual case of not enough room having been left between the cars. He said both vehicles had been stationary, the other driver had then moved forwards but stopped unnecessarily once they were fully on the A-road and as he had moved forward to also join the A-road he collided with the other car because it had stopped.

Our Investigator explained to Mr A that it is not the Service's role to decide which party is at fault. Rather we consider the decision the insurer made and take a view as to whether, in doing so, it acted fairly and reasonably. She felt Haven had acted fairly and reasonably in the circumstances here.

Mr A said he did not agree. He said he did not think we had fully investigated the situation.

The complaint was referred for an Ombudsman's 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.

I appreciate that Mr T feels he was not at fault for this accident. I note he has said that whilst 99% of accidents like this are determined to be the fault of the rearmost driver, this should be the 1% which is the exception. I see he feels the other driver should be found at least partially at fault.

It may help Mr T to know that, even were I to direct Haven to change its liability decision, to reflect a shared liability, that would still equate to Mr T being “at fault” – the claim would still be recorded the same way, as bonus disallowed. Such a change wouldn’t benefit him. Although I appreciate it may make him feel a bit better about the incident.

However, I’m not persuaded that it would be fair to require Haven to change the outcome. I could only do that if I felt Haven had done something wrong or unfair. And I haven’t seen any sign of that here.

I know Mr T feels Haven should have investigated further. But I note he told it when he made the claim that he had started to move in order to join the A-road when he hit the rear of the other driver because they had stopped. Based on that description alone I can’t reasonably conclude Haven made a mistake here. And I don’t think that completing any further investigations would have had much prospect of changing things.

I see Haven did try to contact the other driver. And it was eventually able to speak to them, but the phone note suggests they weren’t very cooperative. And I note Mr T was unable to provide any evidence of what he says the other driver said to him at the roadside. I know there was also no dash cam footage or other witnesses available.

I also note that whilst Mr T said the other driver had moved fully onto the A-road when they stopped, having seen photos of the incident, Haven did not think that was the case. In any event Haven concluded that even if the other party was fully on the other road that wouldn’t have made a difference. I’m satisfied that was a reasonable conclusion for Haven to make. After all, Haven says, the fact the other car was stopped and not moving – regardless of if it was still merging onto the other road or fully on it – means the driver behind should have been able to stop in time without causing a collision. And I’m satisfied that’s reasonable.

I’ve not found that Haven did anything wrong or failed Mr T in its assessment of his claim. As such I’m not upholding Mr T’s complaint that Haven reached an unfair decision on liability.

### **My final decision**

I don’t uphold this complaint. I don’t make any award against Haven Insurance Company Limited. Under the rules of the Financial Ombudsman Service, I’m required to ask Mr T to accept or reject my decision before 30 December 2025.

Fiona Robinson

**Ombudsman**