

The complaint

Miss P complains about how One Insurance Limited (“One Insurance”) handled a claim she made on her car insurance policy following an accident that wasn’t her fault.

What happened

Miss P has a comprehensive car insurance policy with One Insurance. Unfortunately, in October 2023 Miss P was hit by a third-party.

Initially, One Limited failed to inform Miss P that the third party was making a claim against her policy. And when Miss P was advised about the claim, One Limited said she was partly at fault for the accident. So, it accepted liability without giving her the opportunity to present her side of the story. Miss P submitted evidence showing the third-party claim was fraudulent, but One Limited didn’t take this into account. She is concerned the claim remains open and incorrectly reported as a fault claim, so she complained to One Insurance.

One Insurance considered the complaint and said although it had initially accepted liability for the accident this had been reversed, and it was now disputing liability. One Limited said the claim was correctly recorded as a fault claim as it hadn’t made a recovery on its costs. So, it didn’t agree the claim was recorded incorrectly. One Insurance apologised for the delays in handling the claim and awarded £250 for the distress and inconvenience.

One Limited explained it was disputing liability with the third-party insurer, but the damage reported was consistent with both party’s version of events. And so, in the absence of any independent evidence, the claim was likely to settle on a 50/50 liability basis.

Miss P wasn’t satisfied with the response from One Limited, so she referred her complaint to this Service. Our Investigator considered the evidence and concluded that One Limited had acted fairly and reasonably, and within the terms of the policy. Miss P didn’t agree. She said no damage was caused to either vehicle, so she wasn’t willing to accept liability. She says she provided enough evidence to show the third-party’s claim is fraudulent. Because Miss P didn’t agree the complaint has come 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.

Having done so I’m not upholding it. I know this will come as a disappointment for Miss P. I’ll explain my reasoning below.

When we investigate a complaint about an insurer’s decision on a claim, our role is to consider whether the insurer handled the claim in a fair and reasonable manner. So, I’ve considered the evidence to determine whether One Insurance has acted fairly and reasonably in reaching its decision on Miss P’s claim.

Handling the claim and liability

In the terms and conditions of the insurance policy it says, "*Your insurer will handle, defend and settle any claim.*" And that is what it has done here. Because of this One Insurance didn't need Miss P's agreement or approval to accept liability. But I would expect One Insurance to base any decision on things such as the version of events provided by Miss P and the third-party, evidence provided to support or challenge the version of events, legal precedent, legislation, and the Highway Code.

Miss P confirmed there were no independent witnesses to the accident; there is no CCTV, and the police didn't attend the scene. It's likely a split liability will be agreed given the circumstances and the damage initially reported. So, One Insurance has acted within the terms of the policy since it is entitled to handle any claim.

Miss P says had One Insurance looked into her claim from the beginning the incident would not have needed to go any further. She says the third-party would have been made to pay for the damage to their own car. But there is no guarantee this would have been the case. The third-party's version of events differ to Miss P's, and they have denied liability. So, I think it's unlikely an admission of liability would have been forthcoming regardless of whether One Insurance acted sooner in dealing with the claim.

Not kept up to date throughout the claims process

Miss P says One Insurance didn't communicate with her as she would have expected. I have reviewed the documents provided. I can see Miss P sent a number of emails which weren't responded to and had to chase One Insurance on more than a few occasions.

One Insurance accept it didn't communicate with Miss P as it should have, and there were delays in dealing with the claim at the outset. One Insurance has awarded Miss P £350 in total by way of an apology. I think this is fair in the circumstances and in line with what I would have recommended had the award not already been made.

Witness evidence

Miss P says she has a witness to the incident since she had a passenger in the car with her. However, a passenger isn't considered 'independent' for the purpose of establishing liability. I say this because the passenger has a personal connection to the Miss P and so cannot be considered independent.

The third-party has claimed that they have dash cam footage of the incident but have yet to provide it. One Insurance has requested this from the third-party, but it has yet to be received – I can't reasonably hold One Insurance responsible for the actions of the third-party. I can see it has chased the third-party insurer for the evidence and that's what I would expect One Insurance to do here.

Premiums

Miss P says her premiums have increased following the accident. But since One Limited hasn't been able to recover its costs from the third party and the claim remains open, the incident was recorded as a fault claim. And this has meant her premium has increased. This is standard practice across the industry. So, I don't think One Insurance has done anything wrong here.

Conclusion

One Insurance took a view that in the absence of independent evidence such as CCTV or witness evidence to prove that the third party was liable for the accident it wouldn't be able to continue to deny liability. I don't think One Insurance acted unreasonably here since it looked at the evidence before it in order to come to that decision.

My final decision

For the reasons explained above I don't uphold Miss P's complaint about One Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss P to accept or reject my decision before 27 October 2025.

Kiran Clair
Ombudsman