

The complaint

Mr A complains about how AXA Insurance UK plc ('AXA') handled a claim and decided liability for it under his car insurance policy.

What happened

Mr A had a car insurance policy with AXA. In July 2024 Mr A was involved in a collision with a third party.

The circumstances of the collision were that he was using a roundabout intending to take a right turn exit, which was approximately 300 degrees around the roundabout. He was positioned, in his words, in the left hand lane.

He entered the roundabout around the same time as a third-party driver who was seeking to exit at the second exit, which was roughly straight ahead.

The roundabout had poor quality or non-existent lane markings.

As the third party left the roundabout, there was a collision between their vehicle and Mr A's car, causing damage to both of them.

He contacted AXA, told it about the collision and made a claim.

AXA said it would settle the claim on a 50/50 basis with the third party insurer (TPI).

Mr A wasn't happy about this and he complained. He believes the third party was at fault for the collision. He doesn't agree with the 50/50 decision, that he's lost his No Claims Discount (NCD) and had to pay his policy excess. He's also not happy with the legal company AXA used and AXA's handling of the claim. He asked AXA for some documents to show how it had communicated with the TPI, but it redacted some of the information. He focuses on the TPI's description that he was 'swapping lanes' and denies he was doing this.

AXA said it thought it had missed some of Mr A's emails and was slow to answer some of his questions. It said it would pay him £100 compensation. It didn't uphold the rest of his complaint.

Mr A remained unhappy and brought his complaint to this service. Our investigator looked into his complaint and thought that it would be upheld in part. He thought AXA's service could have been better, but he thought the level of compensation it offered Mr A was fair. He thought AXA's decision on liability was fair.

Mr A replied to the view and insisted he wasn't at fault for the collision. He provided evidence in some parts of the Highway Code and a legal case to illustrate his point.

Because Mr A didn't agree with the view, his complaint has been passed to me to make a 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.

It's important I start by dealing with the aspects of Mr A's complaint that I'm not able to consider. I can see he's complained about the actions of a solicitor appointed by AXA. This company doesn't fall into our jurisdiction, and Mr A may wish to view that company's complaints handling procedures if he wishes to complain about it.

He's also complained about AXA not providing him with some information when he made a Subject Access Request (SAR) to it about the correspondence between it and the TPI. I need to comment here that Mr A's SAR was to see what data AXA held about his own personal data. AXA wouldn't be able to supply third party data to him, and what he did receive was likely to be redacted to remove that third party's personal data. Mr A may be able to approach the Information Commissioner's Office if he has concerns about the SAR contents, but I will say I've reviewed the file and I think the data he asked for has been reasonably provided to him.

I'm not upholding Mr A's complaint. I'll explain why.

This service isn't an expert on liability and it's not our role to make decisions about which party involved in a collision may be at fault. What we're able to do is look at the way AXA investigated the collision and look at whether its actions were fair and reasonable.

Under the wording, AXA has the ability under the wording to handle claims as it wishes, even if Mr A disagrees:

"We will: have the right to take over and deal with the defence or settlement of any claim in the name of the person making a claim under this policy."

This is a common term in motor insurance policies and AXA doesn't need Mr A to agree with its decision. But its decision must be reached in a fair and reasonable way.

I understand why Mr A believes the other driver was to blame for the accident as he says they crossed over his path to exit the roundabout. But Mr A was positioned to the left of the lane and was intending to circle almost all around the roundabout before his exit, so he crossed the intended path of the third party as well. He's focused on the phrase used by the TPI in its initial approach to AXA when it alleged he was 'swapping lanes', and he's provided photos of the roundabout in question showing the lines on it were either non-existent or badly faded.

But in his description of the event to AXA he said he *"was in the left hand lane on the roundabout"* which seems to indicate he was aware of his road positioning, even if the lanes were indistinct. I'll mention that the communications between companies about road traffic collisions are often brief, and Mr A seems to have focused on that one particular phrase, which was in the very first note from the TPI to AXA, which I see he denies. It's important he understands that, from the file, I can see AXA did understand the allegation against him.

I've looked at why AXA decided to split liability with the TPI. I can see it took relevant case law into consideration, and the Highway Code (rule 186 would seem to be the relevant part). There's a comment on the file from a claims handler saying:

"[Mr A] says in left lane to take 3rd exit. Usually, a person wouldn't be in this lane for this exit however no floor markings. At best we can try 50-50 as the third party would

need to check prior leaving to their left”

The claims handler considered the outcome of the case of:

“Slater v Bancroft where... the defendant failed to leave the roundabout at the exit which the Defendant should have according to the lane positioned in. The Defendant was held negligent as the Defendant was in the wrong lane for the intended exit and should have taken considerable care when adjusting the position to continue on the roundabout.”

AXA is the expert here. And I can see it's considered Mr A's claim as being one that would – at best – be 50/50 from a fault point of view. The fact that the TPI also accepted this split liability I think also reasonably means it considered the same arguments and came to the same, or similar, conclusion. I think AXA acted fairly and reasonably in how it reached its decision on split liability.

It's important I say that the word 'fault' here relates to whether AXA has been able to recover its costs entirely from a third party, such as the TPI. At best, AXA considered that Mr A might achieve a 50/50 split. There's nothing in the file that would show me that he would escape liability entirely. So what that means is it's likely, if the case went to court, that he would be found some percentage at fault for the collision.

That means the claim would still be recorded as 'fault' on his records, his NCD would be affected and he would pay his excess toward the claim. So, I think those have been fairly applied and I'm not going to ask AXA to do anything.

I've also considered the service AXA gave Mr A. It appointed a solicitor, which I've mentioned above, in order to defend its position. I can see that the communication between AXA and the solicitor was poor, and opportunities were missed to make swifter decisions about the claim.

He's also complained about AXA not sending documents to the TPI, or requesting documents from it. I've said above that AXA is the expert in handling claims here. It has a responsibility to follow certain protocols and keep its costs low. I can see from the file that AXA considered the information submitted by both parties and reached a decision on it that the TPI agreed with. This service isn't the regulator, and it isn't our role to interfere in a company's processes and procedures. In other words, despite Mr A's insistence on him not being at fault, I don't think AXA acted unreasonably in its claims handling.

But I can see the process had some delays, which caused Mr A some inconvenience. It offered him £100 compensation for this, and I think this amount is appropriate and in line with this service's guidelines.

My final decision

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 26 December 2025.

Richard Sowden
Ombudsman