

## **The complaint**

Miss F has complained about AXA Insurance UK Plc's decision to settle a claim on a joint 50%50% liability basis under her car insurance policy.

## **What happened**

In July 2024 Miss F was involved in an incident with a third party vehicle (TPV).

Miss F said the third party admitted fault at the scene and her passenger was a witness.

AXA settled the claim on a joint liability basis. The third party insurer disputed liability. As there were no CCTV or independent witnesses and both accounts were plausible, the insurers agreed to settle the claim on a 50%50% shared liability basis.

Miss F didn't agree this was fair, but AXA didn't uphold her complaint.

Miss F asked us to look at her complaint. One of our Investigators didn't recommend the complaint should be upheld. He thought AXA had acted reasonably and in line with the policy.

Miss F disagrees and wants an ombudsman to decide. She says when the incident happened, the third party driver offered to arrange repairs without involving the insurers and Miss F declined.

## **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.

We don't decide liability as this is the role of the courts. We can look at whether an insurer reached its decision reasonably and in line with the policy.

AXA has a very common term which I have seen in most – if not all car insurance policies. AXA says it can take over the defence and settlement of a claim in Miss F's name. This means AXA might make a decision Miss F disagrees with. But the policy allows AXA to proceed this way.

We don't disagree with this term in principle, provided an insurer can show it treated a customer fairly when applying it.

In this case Miss F said she was in a middle lane when the TPV clipped the rear of her car while changing lane.

The TP driver said they were stationary behind a parked vehicle with a wheel turned. As Miss F passed, she clipped their nearside front wheel. So the accounts given by both parties to their insurers differed as to who they believed was at fault. Even if the third party accepted liability just after the incident as Miss F says, it isn't evidence of fault. The description the TP gave to their insurer differed to Miss F's.

I understand Miss F believes AXA should have considered evidence by way of a statement from her passenger as a witness. However, it is not unusual for a passenger known to a party to not be treated as independent. So I don't find AXA acted unreasonably in not taking the passenger's account into consideration.

In the absence of CCTV or independent witnesses, both insurers agreed to settle the claim on a joint liability basis through arbitration. This is a process AXA said it would follow under the policy when deciding how best to settle a claim.

I appreciate that Miss F doesn't agree with AXA's decision. But there isn't evidence to support one party's version of events over the other. So I think AXA reached its decision on liability reasonably and in line with the policy. This means I'm not asking it to do anymore.

### **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 Miss F to accept or reject my decision before 20 January 2026.

Geraldine Newbold  
**Ombudsman**