

The complaint

Mr W complains about how 1st Central Insurance Management Limited ('1st Central') assessed liability in a claim on his motor insurance.

What happened

Mr W had a 1st Central motor insurance policy. In January 2025, he was involved in a car accident with a third party at a roundabout. The third party's insurer blamed Mr W for the accident; Mr W blamed the other driver.

Having reviewed both parties' versions of events, 1st Central told Mr W it would be accepting full liability for the accident. It settled the claim in October 2025 and recorded it as a 'fault' claim against Mr W.

Mr W was unhappy with 1st Central's decision. He says, in summary:

- He was following road markings/signage and was in the correct lane to take his exit off the roundabout.
- As such, 1st Central's finding that he was in the wrong lane is incorrect.
- The other driver was in the wrong lane so was responsible for the accident.
- 1st Central hasn't provided any evidence there was damage to the other vehicle.

Our investigator didn't uphold the complaint. He was satisfied that 1st Central had applied Mr W's policy terms fairly and its decision to accept liability for the accident was reasonable.

Mr W didn't accept this, so the case was passed to me to make a final 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.

Under the terms and conditions of Mr W's policy, 1st Central can defend or settle a claim as it sees fit (section 11.3, 'General conditions'). This is common in car insurance policies and 1st Central doesn't need Mr W to agree this. It also means 1st Central can make a decision Mr W doesn't agree with. I can review whether that decision was fair and reasonable.

I know Mr W feels very strongly about this but I'm afraid I think he's wrong. I think our investigator has explained the situation well. In summary:

- Satellite images and photos show the road Mr W entered the roundabout from was formed of two lanes, not three as he described.
- He was in the inside of those two lanes as he approached and entered the roundabout.
- Road markings show the inside lane was for the first and second exits only. Mr W wanted to take the third exit.

- The other driver wanted to take the second exit (from Mr W's point of view).
- She was behind and outside Mr W, and hit Mr W's vehicle as he continued past the second exit and across her car from the inside lane.
- There was no dashcam footage, CCTV, police report, or other witness statements.

Based on the above, I'm satisfied that 1st Central's assessment of the accident was reasonable. Mr W should have been in the outside lane approaching the roundabout to take the third exit. I don't think the other driver could reasonably have expected Mr W to cut across her from the inside lane past the second exit. For these reasons, I think 1st Central's decision to accept full liability for the accident was reasonable.

Under the same policy term I highlighted above, 1st Central doesn't need Mr W to review or approve the damage to the other vehicle. I'm satisfied that it took appropriate steps to validate this damage before it settled the claim.

My final decision

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 18 March 2026.

Simon Begley
Ombudsman