

The complaint

A limited company, that I will call E in this decision, has complained about the handling of a claim made under its fleet motor insurance policy

Mr M, as director of E, has brought the complaint on its behalf.

What happened

In late 2025, Mr M was involved in a motor accident. He says he was travelling on the inside lane of a motorway slip road when a third-party driver pushed their way into his lane from another slip lane to join the road he was on. The third-party hit his car on the front passenger side, causing damage to the bumper and bonnet. Mr M submitted a claim to Aviva.

Aviva considered the claim. It said the third-party is not making any claim for damage to their car. Aviva proposed 50/50 liability for the damage to Mr M's car, which means it will pay 50% of the cost of repairing the damage and 50% will be recovered from the third-party's insurer.

Mr M is very unhappy with this as he says the claim should have been settled on a non-fault basis as the accident was entirely the fault of the other driver. He says E's future insurance premiums will rise as a result, when he has done nothing wrong. Mr E says Aviva has not taken account of the law, as the Highway Code provides that drivers should not merge or change lanes if it is not clear to do so; and it is not willing to fight the case as it might incur costs.

Aviva says it had reviewed all the evidence, including the dashcam footage from E, and having done so considered it reasonable to settle the claim on a split liability basis. Aviva says this decision is in line with legal precedent and is based on its knowledge and experience of similar cases. While the third-party driver should not have pushed their way into Mr M's lane, he continued moving forward and has collided with the offside rear of the third-party car, so both are likely to be considered equally negligent.

Mr M remains unhappy with Aviva's response, so referred the complaint to us.

One of our Investigators looked into the matter. He did not recommend the complaint be upheld, as he was satisfied that Aviva was entitled to settle the claim in the way it had.

Mr M does not accept the Investigator's assessment, so the matter has been passed to me. He has made a number of submissions in support of this complaint and in response to the Investigator. I have considered everything he has said and have summarised his main points below:

- He was not moving at all when his car was hit.
- The Investigator's assessment of the Highway Code and the Road Traffic Act is flawed. There is nothing in the Highway Code that says he should have left space for cars joining his lane in the way the Investigator and Aviva has suggested.
- He tried to get the third-party driver's attention to stop by sounding his horn, but they did not stop his car and drove off, which is also illegal.

- He is only asking for Aviva to push back on a case he thinks is winnable, as he was acting lawfully and did nothing wrong.

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.

As the Investigator has explained, this service doesn't decide who's at fault for an accident. Instead, we look at whether the insurer has acted in line with the policy terms and made a fair and reasonable decision about how to settle a claim.

E's policy terms allow Aviva to take over and carry out any negotiation, defence or settlement of any claim on its behalf. That means it might make a decision Mr M disagrees with, but the policy allows it to do so. However, insurers are required to exercise that discretion fairly and reasonably. I have therefore considered all the evidence provided to determine whether Aviva has acted fairly and reasonably in settling this claim on a 50/50 basis.

I have considered everything Mr M has said and I have considered the maps and drawings he has provided. I have also considered the photographs of the damage to his car and the dashcam footage from his car.

The dashcam footage is 12 seconds long. It shows Mr M in a queue of "stop-start" traffic. At the point the footage starts, the third-party's car appears to already be in front but to the side of Mr M's car and it seems the collision has already happened just before the start of the video. The third-party car then pulls over fully into the lane in front of Mr M's car, a slight gap opens up between them and Mr M follows. The footage does not show the lead up to the collision or the collision itself.

The Investigator asked Mr M if there was any other footage available but he said there is not.

The footage shows that the third-party was joining Mr M's lane, and I accept that there was responsibility on the third-party driver to have ensured it was clear to do so, but I agree with Aviva that this in itself is not enough to establish that Mr M would not be considered at least partly responsible for the collision.

I have also considered the photos that Mr M submitted to Aviva. They show most of the damage is to the front of his nearside bumper. It is difficult to see how this was caused if Mr M's car was not moving forward at all. Mr M says the other car collided with his and not the other way around. But, given the location of the damage on Mr 's car, I don't think it is unreasonable that Aviva has taken the view this is unlikely to be provable if it went to court.

Even if another road user carries out a manoeuvre that is against the rules of the Highway Code, all road users have a general responsibility to avoid accidents. The footage does not show that Mr M had no opportunity to avoid the collision and the evidence leaves some doubt about which car went into which.

Given this, I think it was reasonable for Aviva to conclude that a court deciding on liability would likely determine that Mr M was partially or entirely responsible for the accident and so has settled it 50/50.

While I appreciate, Mr M's strength of feeling about this, Aviva has acted fairly and reasonably, and I do not intend to require it to take any action.

My final decision

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask E to accept or reject my decision before 19 May 2026.

Harriet McCarthy
Ombudsman