

complaint

Miss H complained about U K Insurance Limited's (UKI) handling of a claim on her car insurance policy.

Reference to UKI includes its agents.

background

Miss H was involved in an accident on a roundabout on 1 May 2017. She said she entered the roundabout and another car hit her. She said she believed the other car joined the roundabout from a one way street. She said the other car made off without exchanging details but she managed to take down its registration number. Miss H said she wasn't at fault.

Miss H reported the accident to the police and to UKI. After some 14 months UKI told Miss H that they had settled the claim with the other driver and recorded the accident as Miss H's fault. They also asked her to pay the policy excess of £500 because UKI had her car repaired under her policy.

Miss H wasn't happy so she complained, she said: she shouldn't have been held at fault for the accident; she didn't think she should be charged an excess; UKI's service was poor as she hadn't been kept informed of what was happening; and that the whole process took too long.

UKI partly upheld Miss H's complaint saying: holding her at fault for the accident was the correct decision because she should have given way to the other driver who had already entered the roundabout; UKI had mistakenly not asked her for the £500 excess, but they were entitled to it under the policy; the service provided was poor and the investigation into the claim and liability took a long time; and communication was poor. To address the poor service UKI offered Miss H £200 compensation.

Miss H wasn't happy so she brought her complaint to our service. One of our investigators looked into the complaint. She said that things did go wrong, but UKI's resolution to the complaint was fair, and that their decision on liability and requesting the excess was reasonable.

As Miss H didn't agree with our investigator, the complaint has been passed to me to decide.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. I appreciate this will be disappointing for Miss H, but I won't be upholding her complaint. I'll explain why.

In her complaint, Miss H has made a number of detailed points and I've considered all those carefully. But in this decision I will focus on what I consider to be the key issues. My role is to decide if UKI have dealt with the claim in a fair and reasonable way, and in line with the policy.

who was at fault for the accident?

It's not my role to decide who was to blame for the accident. I can only look to see if UKI made their decision on a fair and reasonable basis. The policy gives UKI discretion to decide claims as they feel appropriate. But I expect them to exercise that discretion in a fair and reasonable way.

UKI have experience in dealing with cases like this and I can see they settled after investigating the claim. And they took into consideration all the information Miss H gave them. The damage to Miss H's car was to the front right side. UKI concluded that the other driver must have already been established within the roundabout when the impact happened. They said that had it been the case that Miss H was already established in the roundabout, they would have expected the damage to her car to be somewhere at the back. UKI said that it was well established that drivers had to give way to cars coming from the right. And UKI said the evidence was that Miss H failed to give way to the other car that was already on the roundabout. So I think UKI's decision was reasonable.

If UKI didn't settle the claim as they did, the only way of resolving the dispute as to who was at fault for the accident would have been to take the matter to court. For the reasons explained above, UKI would have felt that if this matter went to court they had a poor chance of succeeding. I don't expect insurers to take disputes to court that are unlikely to succeed. So I think their decision not to take the matter to court, and potentially incur significant costs in doing so, was reasonable.

Finally, Miss H said that UKI failed to look into CCTV after she told UKI about it. UKI's file notes show that during a call on 30 June 2017 between Miss H and UKI, Miss H said that the police were investigating the accident and that there was a "*possibility*" that there may be CCTV. UKI asked Miss H to get some more information about the CCTV so UKI could try to get it. I found no subsequent notes of Miss H providing any further information to UKI about the CCTV after that date. While it's UKI's responsibility to investigate matters, I think it was reasonable for them to ask Miss H to assist them by getting some more information, especially as she told them it was a "*possibility*" that there might be CCTV, not that it was certain. That conversation took place almost two months after the accident, but in my experience CCTV isn't usually retained past 28 days. So I don't think Miss H was put into a worse position because UKI didn't pursue the CCTV.

the policy excess

Miss H's policy says that she has to pay a £500 excess if she makes a claim on her policy. She was reminded of this during the first call she made to UKI to report the accident. This was repeated a number of times during other conversations. But it appears that UKI made a mistake and didn't ask for the excess once her car was repaired. The usual practice is for a policyholder to pay the excess to the repairing garage when they collect their car. But this didn't happen in Miss H's case. UKI accepted they made a mistake, but said they still wanted Miss H to pay the excess. As it's something Miss H is required to pay under her policy, I think it's reasonable for UKI to request it, so I'm not upholding this part of the complaint.

poor service

UKI have accepted that their service was poor; that the whole process took too long; and that their communication with Miss H could have been better. They offered £200 compensation to address that. I think the amount is fair and it's in line with the type of awards our service makes for complaints of similar seriousness. So I'm not asking them to do anything more.

my final decision

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 14 January 2019.

Mehmet Osman
ombudsman