

## **complaint**

Mr F complains that U K Insurance Limited ("UKI") unfairly settled a claim made against his motor insurance policy by another driver, leading to much higher premiums for him.

## **background**

The other driver informed UKI her car had been involved in a collision with Mr F's car. She said he was driving on the wrong side of the road as she tried to drive out of the cul-de-sac where they both lived. UKI asked Mr F to contact it. He told UKI he'd had to turn into the road 'blind' due to parked cars. There was minimal damage to Mr F's car, so he didn't make a claim. He said the other driver told him she was fine at the time.

UKI decided it had to accept liability. It seemed Mr F was driving on the wrong side of the road. An engineer's report confirmed substantial repairs were needed to the other car. Later, a medical report showed the other driver was injured in the accident.

Our adjudicator thought UKI had acted reasonably. As Mr F disagreed, the complaint was passed to me for review.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mr F says UKI made its decision without getting any details from him. But UKI can show it asked Mr F for his account, which he provided by telephone. Mr F didn't dispute that he was on the wrong side of the road. He said there was restricted vision as he turned into it. He thought the other driver should have responded more quickly to avoid a collision. UKI's view was that the onus was on *him* to ensure the way was clear before turning into the road. It thought the other car was correctly proceeding to exit it.

It seems there was far more damage to the other car than was apparent at the scene. That's sometimes the case, and I think it was fair for UKI to accept an engineer's expert view of what needed to be put right. UKI waited for a medical report before it agreed to consider the other party's personal injury claim. Some injuries aren't apparent straight away. I think it was reasonable for UKI to accept the findings in the medical report, despite the other driver having said she wasn't injured when Mr F asked her straight after the accident.

As the adjudicator's pointed out, the policy gives UKI the right to decide how to deal with any claim. It was for it to weigh up whether there was any chance of arguing the other driver was fully or partly to blame. I think it took into account all the evidence. We don't interfere as long as an insurer seems to have acted fairly in making its decision. I think UKI did so here. Unfortunately, the decision meant Mr F had a fault claim on his record. As he hadn't chosen the option of protecting his no claims discount UKI reduced it in line with its standard procedure. It's common for insurers to do that once a claim is made on a policy, and Mr F's premium rose steeply. I can understand why he found that difficult to accept, as he hadn't made a claim in the 10 years he'd been with UKI. But then UKI covered the other party's losses, which were far larger than Mr F could have realised at the time of the claim.

I don't agree with Mr F that UKI based its decision on one side of the story plus matters of cost. Mr F was given the chance to explain what had happened. He doesn't think UKI

appreciated the accident wasn't on a road, but in a cul-de-sac full of parked vehicles. I think it did realise that. A cul-de-sac is still a road, although it's likely to be a narrow one. Mr F says the other car had just been on the wrong side of the road overtaking a parked car. That may be so, but from both accounts it was on the correct side of the cul-de-sac when the accident happened. It's not possible to show the other driver could have avoided the impact.

It isn't clear what additional details Mr F thinks UKI could usefully have taken into account. He wasn't asked to provide a sketch, but they're not always helpful or necessary. In this case UKI must have thought it wouldn't be. I don't think that was unfair, given the details it already had from the parties.

In terms of the costs UKI mentioned to Mr F, I think it's reasonable for an insurer to assess whether the cost of taking or defending proceedings in court is worth it. If there seems to be no reasonable prospect of success I don't think it's fair to expect an insurer to do that.

I don't think there's any basis on which I can uphold Mr F's complaint.

### **my final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 8 April 2016.

Susan Ewins  
**ombudsman**