

## **The complaint**

Mr S complains that Liverpool Victoria Insurance Company Limited (LV) declined his claim following a road traffic accident he was involved in, under his motor insurance policy.

## **What happened**

In February 2022 Mr S was driving his car when he says a third-party manoeuvred into his lane without signalling. This resulted in a collision. Mr S says this was the fault of the third-party driver. He doesn't think LV has investigated the matter properly. He says the collision took place further down the road than LV says it did. Mr S says the dashcam video provided by the third-party has been tampered with. And he doesn't think it's fair that LV held him responsible for the incident.

In its complaint response LV says the dashcam footage shows Mr S changing lanes from a turn-right only lane into the side of the third-party's car. It says this shows Mr S was at fault. LV refers to the subrogated rights, within its policy terms, that allow it to settle a claim as it deems fit. Based on the dashcam footage, it determined Mr S was at fault and settled the third-party's claim on this basis.

Mr S maintained the third-party had driven into the side of his car and so should be held responsible for the collision. He decided to refer the matter to our service.

Our investigator didn't uphold Mr S's complaint. She says LV's policy terms allow it to settle Mr S's claim. It doesn't need his consent to do this. Our investigator thought the reasoning LV gave for settling the claim in favour of the third-party was reasonable.

Mr S disagreed with this outcome and asked for an ombudsman to consider his complaint.

## **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.

Having done so I'm not upholding Mr S's complaint. Let me explain.

Mr S's policy terms state that in the event of a claim it is entitled to conduct, defend, and settle any claim. This is a common term found in motor insurance policies. It's referred to as subrogation. It essentially means that LV can decide how to handle a claim and how it should be settled. This doesn't mean it can do whatever it wants. LV is still expected to treat its customers fairly.

I don't think LV acted contrary to the terms of its policy when settling Mr S's claim in favour of the third-party driver. But I have considered how it reached this decision to understand whether it has treated him fairly.

We asked LV for a copy of the dashcam video. It says it doesn't have a copy of this information stored, so was unable to provide it.

I understand LV sent Mr S links to view the footage for both the front and rear-view cameras the third-party had in place. However, one of the links didn't work. Given the difficulties he had with the files, LV provided Mr S with a series of still images detailing the time up to and including the collision. In the absence of video footage, I've considered this information in detail.

With each image LV has included a description of where the vehicles are in relation to each other. Mr S's car starts in the third of three lanes at a set of traffic lights. The third lane is marked for traffic turning right only. When the lights turn green the third-party is driving in lane two and proceeds through the traffic lights travelling straight on. Mr S's car is still in the right-hand lane at this point. The camera view switches to the rear. The right-turn road markings can still be seen for lane three.

At this point the images show Mr S's car has moved over into the second lane occupied by the third-party. I think it's clear that this is where the collision occurred. The third-party maintained position in the second lane continuing straight on. Mr S manoeuvred to the left, out of the turn right only lane, into the second lane resulting in the collision. Based on the images provided Mr S moved around a car that was turning right at the traffic lights, into the second lane where he collided with the third-party.

I've looked at the images Mr S provided showing his vehicle, and the third-party's car, after the collision. I've also looked online using a map at street level at the location of the incident. Together with the dashcam images LV supplied, I'm satisfied the collision occurred where LV determined it had. I understand Mr S's view that the collision took place some way up the road after the traffic lights. But I don't think the images he and LV provided support this view. The collision occurred close to the traffic lights as LV said it did.

I acknowledge Mr S's view that the dashcam video has been altered. He says in the video the driver of the third-party vehicle can be heard making a comment about the collision at the time it happened. He says this shows the collision happened 50 metres up the road. I understand Mr S has strong views on this matter. But I'm satisfied from the images I've seen that his vehicle moved into the lane occupied by the third party, and this was near to the traffic lights LV highlighted.

Based on this evidence I don't think LV behaved unreasonably in deciding Mr S was at fault for the collision. It follows that I can't fairly ask it to change the outcome of his claim.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 6 October 2023.

Mike Waldron  
**Ombudsman**