

The complaint

Mr A complains about how Liverpool Victoria Insurance Company Limited (LV) handled a claim he made under his motor insurance policy.

What happened

The details of the claim are well known to both parties, so I won't repeat them again here. Instead, I'll summarise the background and focus on the reasons for my decision.

Mr A was in a car accident in March 2023, and he made a claim to LV. Mr A explained to LV what happened - he was slowing down on the roundabout to allow another car to change lanes when the third party hit his vehicle. LV was also given the third-party driver's version which stated Mr A pulled onto the roundabout in front of him and it was Mr A who was at fault.

LV considered the damage caused to Mr A's vehicle and Mr A's own diagram both supported the third party's version of events. Therefore, it didn't consider the evidence available was sufficient to argue Mr A was established on the roundabout and hadn't failed to give way to vehicles already on the roundabout when he joined it. As a result, LV accepted liability for the third parties claim.

Mr A complained about this to LV - he felt LV was choosing to side with the third party's version of events. LV didn't uphold Mr A's complaint, so he came to this service for an independent review.

The Investigator looked into matters and didn't uphold Mr A's complaint. They explained LV was entitled to settle the claim as it saw fit, in accordance with the policy terms. And they hadn't seen any evidence to show the action taken by LV was unfair or unreasonable.

Mr A disagreed. He says the third party's version of events is a fabrication of lies and there's collusion. This matter has therefore been passed to me for a 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.

Where there's a dispute about what happened, I've based my decision on what I think's more likely to have happened in light of the evidence.

Although a number of matters and points have been raised, this decision focuses on what I consider are the main issues. However, I've given careful consideration to all of the submissions made before arriving at my decision.

Having done so, I'm satisfied the Investigator reached a fair outcome here. So, I don't uphold Mr A's complaint in this matter. I'll explain why.

I've considered LV's standard policy terms and conditions which set out the agreement between the parties. And I'm satisfied LV acted in line with them. I say this because the terms allow LV to conduct, defend and settle a claim as it sees fit. It therefore doesn't need Mr A's approval of any decision to admit liability, settle a claim or make a payment to a third party. That might mean it makes a decision the policyholder disagrees with such as it may not try to recover its outlay or settle a claim from the third party or their insurer. But we'd look at whether LV made a reasonable decision in doing this based on the evidence it had and the circumstances of the case.

LV explained it settled the third party's claim on Mr A's policy based on the vehicles' damage and what each party said, including the evidence from Mr A, as it found this was more likely to support the third party's version of events. It also has experience of how courts view such matters and the likelihood of success in pursuing a legal case. Whilst Mr A says the third party was to blame, without independent evidence of this, LV didn't consider it was a case it could win.

Taking everything into account, I'm not persuaded LV was acting unfairly or unreasonably when it accepted liability in this claim.

I'm aware Mr A has strong views about what happened in the accident, and I know he believes the third party to be totally at fault for it. But it's not the role of this Service to decide who is responsible for an accident – decisions on this are best dealt with by a court of law. What I'm deciding in this matter is whether LV has acted in accordance with the terms and conditions of the policy and dealt with the claim fairly and reasonably when deciding to settle the case as it has done here. And I'm satisfied it has. So, I won't be asking LV to do anything further in relation to this matter.

I recognise Mr A will be disappointed with this outcome. But my decision ends what we – in trying to resolve his dispute with LV – can do for him.

My final decision

For the reasons set out above, I don't uphold Mr A's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 18 December 2023.

Rebecca Ellis
Ombudsman