

The complaint

Mr T complains U K Insurance Limited (trading as Direct Line) unfairly accepted him as being at fault for a motor insurance claim.

What happened

In August 2023 Mr T's car was involved in a collision with a third-party's lorry. The lorry hit the side of Mr T's car as he was changing lanes. UKI settled the claim by accepting him to be at fault. Mr T wasn't happy with that. He felt he wasn't at fault and UKI had failed to investigate the incident adequately.

In September 2023 UKI responded to a complaint from Mr T. It said his policy terms allow it to defend or settle claims in his name. It said it had reviewed the evidence and was satisfied it had made the correct decision on liability for the incident.

Mr T wasn't satisfied so came to the Financial Ombudsman Service. He doesn't accept UKI considered all the available evidence. Instead it made an immediate decision without proper consideration. He believes it failed to obtain dashcam footage from the third-party's insurer that would show he wasn't at fault. As a resolution he would like it to defend him and make a claim against the third-party on his behalf.

Our Investigator felt UKI's decision to accept Mr T as liable for the incident was reasonable. So he didn't recommend it do anything differently. As Mr T didn't accept that the complaint was passed to me to decide.

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 this is an informal service I'm not going to respond here to every point or piece of evidence Mr T and UKI have provided. Instead I've focused on those I consider to be key or central to the issue. But I would like to reassure both that I have considered everything submitted.

This service doesn't decide who's at fault for an incident. That's the role of the courts. Instead, we look at whether the insurer acted in line with the policy terms and made a fair and reasonable decision. Mr T's policy terms allow UKI to take over and carry out the negotiation, defence or settlement of any claim in his name or any other person covered by the insurance. That means it might make a decision he disagrees with, but the policy allows it to do so. I can consider if its decision to do so was reasonable.

UKI based its decision on Mr T and the third-party's descriptions and photos of the collision and damage. Essentially it felt Mr T's description of the third-party deliberately hitting him wasn't supported by the evidence. Instead it concluded the third-party had used its horn and lights to signal to Mr T that his manoeuvre into its lane wasn't safe. It felt the evidence

supported Mr T not fulfilling a duty of care when exercising the manoeuvre. Having considered both accounts and the photos I find that fair and reasonable.

Mr T says the third-party's insurer, when he spoke to it, had said its driver hadn't been courteous and might have been able to avoid the collision. I don't dispute it saying that. However, its formal position to UKI was of Mr T being at fault. Its reasonable for UKI to act upon and respond to the formal position.

UKI only requested dashcam footage from the third-party insurer after it had accepted liability. It may have been better had it requested it earlier. As far as I'm aware it still hasn't received it. So I haven't been able to view it.

For me to uphold the complaint on this point I'd need to be persuaded the footage would likely have changed the liability outcome - for example resulting in Mr T being considered partially or not at all at fault. Having read both accounts and viewed photos of the incident I'm not persuaded the dashcam footage would likely have provided sufficient support for Mr T.

I accept it's possible Mr T wasn't fully at fault for the incident. And I realise this decision will be disappointing for Mr T. But, having considered everything provided, UKI acted in line with the policy terms. I can't say its investigation or decision to accept liability was unfair or unreasonable. So I'm not going to require it do anything differently.

My final decision

For the reasons given above, I don't uphold Mr T's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 4 April 2024.

Daniel Martin
Ombudsman