

The complaint

Ms F and Mr P complain about how Watford Insurance Company Europe Limited ("Watford") dealt with a claim they made on their motor insurance policy following an accident.

Ms F has been dealing with the complaint so I'll refer to her throughout.

What happened

Mr P has comprehensive motor insurance with Watford. Ms F is a named driver on the policy.

Unfortunately Ms F was involved in a car accident on 7 June 2022.

Ms F isn't happy with the service she's received from Watford. She says she had to chase Watford for updates and repeat herself over again.

Ms F says Watford and the third-party insurer are under the same 'umbrella' company so she can't understand why the claim is taking so long to resolve. She says Watford would push for 100% liability from the third party but then said it would be 50/50. Ms F believes this is because the insurers are linked.

Ms F wants the claim to be resolved and liability to be accepted by the third party. She wants her excess returned and compensation for the stress and inconvenience of dealing with the claim. So she complained to Watford.

Watford said it had explained liability was in dispute from the outset so it wasn't upholding this part of the complaint. It did accept Ms F hadn't been provided with enough updates during the claim which meant she had to chase for updates instead. Watford said Ms F had been provided with incorrect information when she asked for a subject access request. So that part of the complaint was also upheld. In acknowledgement of the customer service provided Watford offered Ms F £100 to reflect the distress and inconvenience caused.

Ms F didn't agree with Watford's response to her complaint so she referred her complaint to this service. One of our investigators looked into things for her. She said she agreed Watford hadn't kept Ms F updated throughout the claim. But she said she wasn't able to consider liability as that is outside this service's remit. The investigator also thought the compensation offered to Ms F was reasonable in the circumstances of the complaint.

Ms F wasn't satisfied with the response from the investigator so the complaint has come 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.

To be clear complaint handling is not a regulated activity so I am unable to comment or make a finding on how the complaint was handled. Likewise subject access requests are also outside this service's remit. Any complaints about this should be sent to the Information Commissioner's Office.

It's clear how strongly Ms F feels about her complaint. I want to assure her that I've carried out an independent review and considered everything that both parties have submitted. We provide an informal complaints handling service as a free alternative to the courts and this is reflected in the way I've approached this complaint. It's part of my role to identify and concentrate on the core issues I need to address in order to reach a fair outcome – this means I might not mention everything Ms F has said. But I will comment on anything that makes a difference to the outcome of the complaint.

I know Ms F has said she feels the 50/50 liability was because her insurer and the third party's insurer are owned by the same company. I am sorry she feels this way but I haven't seen anything that persuades me this is the case.

Not kept up to date throughout the claims process

Ms F says Watford didn't communicate with her as she would have expected. I have reviewed the documents and can see Ms F made a number of calls and sent a number of emails to Watford. And she had to chase Watford on more than a few occasions.

Watford accepted Ms F hadn't been provided enough updates. It apologised and awarded Ms F £100 to reflect the distress and inconvenience caused by the service provided.

Liability

I can see this incident and its consequences have had a significant impact on Ms F. I've no doubt she has done all she can to try and prove her claim and acted in good faith when reporting the matter to her insurer. I can understand why she thought her testimony would be enough to prove the third-party was at fault. And when liability was conceded by Watford I think this would have both shocked and upset her.

In the terms and conditions of the insurance policy Watford is able to, "*conduct the defence or settlement of any claim and to instruct the solicitors of our choice to act for you in any proceedings. In circumstances where it is considered appropriate we will be entitled to admit liability.*" And that is what it has done here. Because of this Watford doesn't need Ms F's agreement or approval to accept liability. But I would expect Watford to base any decision on things such as the version of events provided by Ms F and the third-party, evidence provided to support or challenge the version of events, legal precedent, legislation, and the Highway Code.

Watford took the view that in the absence of detailed independent evidence to prove the third-party was liable for the accident, it wouldn't be able to pursue the claim any further and would have to settle on 50/50 liability. I don't think Watford acted unreasonably here since it relied on the evidence before it to come to that conclusion.

Customer service

I can accept it might be necessary for a consumer to need to take one or two days off or make some phone calls when dealing with claims such as this. But Ms F had to take a significant amount of time to deal with the claim. So I think the inconvenience was more than might have been expected. And I think it must have been very frustrating for her to take the time off or have the inconvenience of having to work later to make up the time. But I think the

compensation offered reflects the distress and inconvenience and is in line with this service's approach to payments for trouble and upset.

I'm aware Ms F feels more compensation is warranted given the time she's spent dealing with the matter. However, this has been considered within the distress and inconvenience award of £100.

I know my answer will be disappointing for Ms F but overall I think Watford has acted in line with the policy terms and conditions and handled the claim in a fair and reasonable manner. Watford has accepted it didn't communicate with Ms F as it should have; it apologised and compensated Ms F accordingly.

My final decision

For the reasons I have given I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms F and Mr P to accept or reject my decision before 7 September 2023.

Kiran Clair
Ombudsman