

The complaint

X complains about the way One Insurance Limited (“One”) investigated a claim and decided liability under his car insurance policy.

What happened

X had a car insurance policy with One.

In July 2023 X was joining a motorway when there was a collision between his car and a third-party heavy goods vehicle (“HGV”), which was on the motorway already.

He reported the collision to One and made a claim.

One said it investigated the collision and said it thought X was responsible for it. It assessed the damage to his car using photos.

X complained. He said he didn’t think he was responsible for the collision and that he’d been told the third-party HGV had CCTV, which One didn’t obtain as part of its investigation. One said it didn’t think it had done anything wrong. It said didn’t need to obtain further footage as the descriptions from X and the third-party driver, together with a post-collision video were enough for it to decide liability for the collision.

X also wanted his car to be inspected by an engineer. But One said a ‘desktop’ assessment of the damage was its process.

X remained unhappy and brought his complaint to this service. He asks that One re-investigates the claim and holds the third party at fault. He has also complained about other aspects of One’s service, but as these parts of his complaint haven’t been raised with One, these extra aspects don’t form part of this complaint.

Our investigator looked into his complaint and thought it would be upheld. She thought One should have requested the CCTV footage to establish fault for the collision. She thought One should request the footage from the third party, and its failure to do this had caused X distress. She said One should pay him £250.

One didn’t agree with the view. It said X’s claim showed he’d entered the motorway and as such should have given way to the HGV, so it thought it was likely X was at fault for the collision. One also said it didn’t need to obtain the video footage because it thought the description of the collision was clear.

Because One didn’t agree, this complaint has been passed to me to make a decision.

I issued a provisional decision to allow the parties to consider the matter further:

I’m proposing to not uphold X’s complaint and I’ll explain why as I appreciate this will be a disappointment for him.

This decision will deal with One’s investigation of the collision and its decision on liability. I’ll

also consider X's complaint about One's process in how it assessed the damage to X's car.

Firstly, it's important I say it's not this service's role to determine who is liable for a collision. But what I can do is decide whether I think One investigated X's claim fairly and reached a reasonable outcome. And, in this case, I think it has.

I can see from his evidence that X is adamant that the collision was the fault of the third-party HGV driver. He has asked repeatedly for CCTV footage of the collision he's been told was taken from the HGV.

One took the decision to not request this footage from the third-party HGV's operator. It said it didn't need to ask for it because the description of the collision was clear enough from both parties to establish liability. And the post-collision photos and footage from X seemed to confirm the circumstances as described.

I have to consider whether it was fair that One didn't request the footage from the third party. I can see from the file that X's description of the collision was that he was joining a motorway. The HGV operator's description was that they were driving along the motorway when X joined it. There appears to have been minor contact between the rear right corner of X's car against the front-left of the HGV, which meant X's car was turned by the contact across the front of the HGV, causing further damage.

The collision with the much larger vehicle must have been shocking for X and I can appreciate his distress. But the law seems clear about whose responsibility joining a motorway is.

I mention above that this service doesn't determine who might be liable for a particular incident and the circumstances of X's collision. One also has a responsibility to keep its costs low, and what this means is that it doesn't need to pursue all available evidence about the collision if it can reasonably satisfy itself about the liability for it.

In this case I think it's done enough to satisfy itself about which party was responsible for the collision.

I can see in later correspondence X also talks about the third-party vehicle speeding and changing lanes towards him.

But I'm afraid these later points don't mean he's not held at fault for the collision. It's important I say that the word 'fault' here has a particular meaning for One. What it means is that it's not able to recover its costs from a third-party responsible for the collision. In other words, if X was at least partially responsible for the collision then his 'fault' will be shown on his records.

So, while I may think that One could have requested the footage from the third party at an earlier point in the claims process, I don't reasonably think it would have affected the outcome of the claim being that X was held at some fault for the collision.

From the file, I can see that One has maintained its position on liability from early on in the claims process. What this means is, although X doesn't agree with its investigation and decision, I can't say One has acted unfairly towards X and I propose to make no award of compensation to him.

In the policy wording I can see this policy condition:

"We can:

- *Have complete control to conduct, defend and settle any claim.”*

This type of clause is common in motor insurance policies and I think its use is fair here.

What this clause means is that it's One's choice about how it makes the decision on liability for the collision. Ultimately, this can happen without X's agreement. One has followed its policy terms and conditions so it follows I think its decision on liability is fair.

X has said he may take legal action about the decision on liability and this is his right. He may wish to seek legal advice if he chooses to do this.

X has also said he wanted to have his car assessed by One's engineer but One carry out its damage assessment by desktop assessment of photos.

I've not been provided with details of exactly what the damage was, and the following repairs, but it's One's choice about how it assesses the damage to X's car. It's not the role of this service to tell an insurance company how to carry out its processes so I'm not able to uphold this aspect of his complaint.

Responses to my provisional decision

One didn't respond to my provisional decision. X did respond and has talked about taking further legal action.

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 neither party has supplied further information that might affect my provisional decision, my final decision and reasoning remains unchanged.

My final decision

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask X to accept or reject my decision before 29 July 2024.

Richard Sowden
Ombudsman