

complaint

Mr F has complained about the way U K Insurance Limited (UKI) handled the aftermath of an accident under his motor policy, in which it held him at fault for the accident and that also increased his premium.

background

Mr F was turning left into a commercial premise. In order to do this he had to cross a bus lane. A motorcyclist using the bus lane then collided with Mr F's car.

UKI decided it wouldn't be successful in defending Mr F's actions in court and consequently the accident was deemed Mr F's fault and as a consequence his premium increased when it was due to be renewed.

Mr F was unhappy and felt UKI hadn't taken all the evidence into account. So he brought his complaint to us. The adjudicator didn't think UKI had done anything wrong. Mr F didn't agree so his complaint has been passed to me to decide.

my findings

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 this complaint. I'll now explain why.

It's naturally very distressing to be involved in an accident. It's also very distressing to be told it's your fault when you sincerely believe it wasn't. So I understand Mr F's frustration and upset.

However, as the adjudicator explained this service doesn't decide who caused an accident. Our role is simply to assess whether UKI here did all it ought to have to have given its duties under Mr F's insurance policy. And I think it did. Its duties aren't to ensure Mr F doesn't have a fault claim on his insurance record if possible, its duties are to make a fair investigation into the circumstances of the incident and decide accordingly on the balance of probabilities. This is to ensure needless costs aren't wasted and to insure needless costs aren't incurred.

As Mr F is aware under his policy, UKI has the right to take over and defend a case like this as it thinks fit. It naturally does this regularly as part of its duties when a claim is made.

Mr F was turning across a lane used by buses and motorcycles, and therefore, had a duty to make sure it was clear before turning. So if something hit him whilst legitimately driving in that lane as what happened here, the presumption will always be against Mr F. Mr F contends the motorcycle was speeding or speeded up and he says he had a witness to prove this. But UKI tried to contact this witness to discuss things further and got no response.

Mr F also thinks it should have obtained the CCTV footage, but I agree with UKI that it would be difficult in the absence of further contact with the witness, for CCTV to give definitive evidence about speed.

In Mr F's initial call with UKI reporting the accident, UKI said Mr F said he might have turned on his indicator later than he might have done, so that indicates that possibly the motorbike didn't have enough indication of Mr F's intentions.

So taking all this into consideration, I don't consider UKI failed to investigate the circumstances of this accident properly and I consider it came to an appropriate reasoned decision on whose fault the accident was. Therefore I don't think UKI did anything wrong.

Unfortunately, having a fault claim on one's insurance records tends to increase premium amounts. Insurers are entitled to decide what risks they wish to insure and what to charge for those risks. That can vary from insurer to insurer but once each insurer treats each customer with the same history the same, I consider that fair and reasonable. There's no evidence that UKI treated Mr F any differently to any other customer with the same history.

Mr F has also complained about UKI's handling of the matter and how it communicated with him throughout. UKI's handling of this incident was no different to how almost every insurer handles such incidents. I've seen nothing to show that it wasn't progressing the matter in the normal way. It's always distressing and upsetting to be involved in an accident, more especially if, as Mr F believes, that he wasn't at fault. But I remain of the view that UKI didn't do anything wrong here.

my final decision

So for these reasons, 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 Mr F to accept or reject my decision before 31 August 2019.

Rona Doyle
ombudsman