

## **complaint**

Mr C is unhappy about how Horizon Insurance Company Limited (Horizon) has dealt with a claim against his motor insurance policy.

## **background**

In mid-2016 another driver reported she had been involved in an accident caused by Mr C's vehicle. Mr C told Horizon he didn't accept he was responsible for the accident as there had been no collision between his car and the other parties' motorcycle. The other driver submitted a claim to Horizon who, as part of its investigation, obtained a statement from Mr C which set out his account of what had occurred. When Horizon finished its investigation it settled the other driver's claim.

In mid-2017 Mr C was renewing his motor insurance with another insurance company and he asked Horizon to provide confirmation of his No Claims Bonus (NCB). Horizon sent Mr C a letter saying he had 9 years NCB and no claims had been made against his policy. This information was incorrect.

Shortly after this, Mr C discovered Horizon had settled the other driver's claim.

Mr C complained to Horizon saying it had settled the other driver's claim without his agreement, when he had told them he wasn't responsible for the accident - it hadn't told him about the settlement and it had provided wrong details about his NCB and claims recorded against his policy.

Horizon told Mr C it had tried to speak to him about the accident, but hadn't been able to contact him. It said it had then considered the other driver's claim based on the account of the accident Mr C had given. As in this account he had said he was pulling out of a side road and he didn't see the other driver, who was on the main road, before the accident, even though there was no impact between the vehicles, it felt Mr C was negligent.

Horizon accepted it had not told Mr C it had settled the claim and had sent him two proofs of his NCB which were incorrect, and the first of these didn't notify Mr C of the claim, which was misleading. Horizon said it hadn't provided Mr C with good service and upheld this aspect of his complaint. Horizon offered Mr C £75 for the distress and inconvenience he suffered.

Mr C was unhappy with this and complained to this service. Our investigator considered the case and said Horizon had weighed up the evidence and concluded, on the balance of probabilities, that Mr C was responsible for the accident. He said it isn't the role of this service to say who was or wasn't at fault for an accident. Our investigator said the terms and conditions of Mr C's policy meant it was Horizon's decision how any claim was settled, but, he felt Horizon should've told Mr C of its decision to settle the claim and shouldn't have provided the wrong information about his NCB. He felt Horizon had provided poor service to Mr C but its offer of compensation was fair.

Mr C didn't agree and the case has come 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.

I have considered the terms and conditions of Mr C's motor insurance policy and the evidence regarding the accident circumstances, including the statement Mr C provided to Horizon.

When considering complaints like this, the role of this service is to look into how the insurer has handled the claim – not to decide who was responsible for the accident.

Mr C told Horizon he was pulling out of a side road, there wasn't a collision between his and the other driver's vehicle but, he didn't see the other vehicle until after the accident. Horizon considered Mr C's statement and also the statement of an independent witness who blamed Mr C for the accident. Having considered all the evidence Horizon felt Mr C would be found responsible for the accident and settled the claim on a "*without prejudice*" basis.

The terms and conditions of Mr C's motor insurance policy provide "*We may, in your name or in the name of any other person covered by this policy, take over and deal with any claim made against this policy*".

I think this condition is clear and it's a standard condition in most motor insurance policies. Mr C accepted this condition when he took out his policy with Horizon. Based on the evidence I've seen, I don't think Horizon has handled the claim in an unfair or unreasonable way. So I don't think Horizon did anything wrong in settling the other driver's claim.

Horizon settled the claim on a "*without prejudice*" basis, without admitting liability, but it would still count as a claim against Mr C's policy, which he would be required to notify to any new insurer. Mr C's policy doesn't say Horizon must notify him of any claim it settles - but I think it would've been fair for Horizon to have done so.

In mid-2017, when Mr C was changing his insurer, he asked Horizon to confirm his NCB. Horizon's letter to Mr C about his NCB said he had 9 years NCB and there hadn't been any claims against his policy, which was incorrect. After Mr C made his complaint to Horizon it sent him a further letter about his NCB which was still incorrect. Horizon accepted Mr C's complaint about this and offered him £75. I think this is a fair and reasonable offer for the impact Horizon's mistakes had on Mr C, so I won't be asking Horizon to do anything more.

### **my final decision**

My final decision is that I don't uphold Mr C's complaint about Horizon Insurance Company Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 18 January 2018.

Patricia O'Leary  
**ombudsman**