

complaint

Mr C1 complains that Allianz Insurance Plc (Allianz) was wrong to hold his son Mr C2, the named driver on his motor insurance policy, responsible for a motor accident, and to accept the third party's claim on his policy. He also complains about the way Allianz dealt with his complaint.

background

In April 2014, Mr C2 was driving in traffic on a motorway. He indicated to change lanes and pulled out, and was then hit in the offside rear bumper by a motorcyclist. The motorcyclist said that Mr C2 had pulled into his path, and he had to make an emergency stop before hitting the rear of Mr C2's car and suffering personal injury. He claimed against Mr C1's policy with Allianz.

Mr C2 said:

- he had completed his manoeuvre before he was hit;
- an independent witness, who made a short statement after the accident, confirmed Mr C2 had indicated, and said in his view the motorcyclist was at fault
- Allianz had not investigated the accident properly. It had not interviewed the witness, and had made a rushed decision to accept liability when faced with the threat of litigation from the motorcyclist; and
- Allianz had not registered his complaint about its handling of the claim when he had asked it to do so.

Allianz said that having reviewed its initial decision, and its investigator having now spoken to the witness, it still considered that if the claim went to court, Mr C2 would be found liable for the accident. It said that its decision to accept liability for the third party's claim, which it was entitled to do under the terms of Mr C1's policy, was reasonable. Once it became clear that a formal complaint was being made, it had acknowledged and dealt with this.

Our adjudicator did not recommend that this complaint should be upheld. She said that it was not our role to decide liability for an accident, but whether the decision the insurer had reached was reasonable, based on the investigation it carried out and the evidence available.

She did not consider that Allianz's decision on liability was unreasonable. She thought that the motorcycle collided with the back of Mr C2's car as a result of his changing lanes. It was not unreasonable for Allianz to conclude that Mr C2 would be held responsible if the case went to court, as he was the person carrying out the manoeuvre. That being so, Allianz was entitled under the policy terms to settle the third party's claim as it saw fit.

She agreed that Allianz could have done more to gather the required evidence earlier in the claim, and there were a few factual anomalies in the information in Allianz's file. However, she did not consider these matters prejudiced the outcome of the liability investigation.

She had also listened to the phone calls about Allianz's handling of the complaint. Allianz had spoken to both Mr C1 and Mr C2 about the complaint, and Mr C1 had indicated at one stage that further action on the complaint was not required. When Mr C2 insisted on the complaint

proceeding, Allianz issued its final response within eight weeks of the date when the complaint issue was first raised, which was within the timescales required by the Financial Conduct Authority. So she did not think Allianz had acted unreasonably in handling the complaint.

Mr C2 responded to say, in summary, that:

- Allianz had made its initial decision with too little information;
- he did not accept that just because he changed lanes he must be at fault. He considered that the motorcyclist must have been speeding as he failed to stop before hitting a car that indicated in good time before changing lanes;
- he did not see that the place of impact on his car was evidence that he was at fault; and
- he did not accept that Allianz's rushed investigation and factual errors had not prejudiced the outcome.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

I agree that Allianz could have started its investigation a bit sooner, and some of its factual recording was inaccurate. Nevertheless, I agree with the adjudicator that the conclusion Allianz came to at the end of the day – that is that a court was likely to find Mr C2 responsible for the accident – was not unreasonable on the facts. So Allianz was entitled to decide to settle the third party's claim.

The motorcyclist said Mr C2 pulled into his path and did not leave him time to brake. Mr C2 acknowledged he had changed lanes without seeing the motorcyclist. Such evidence as was available was consistent with the motorcyclist's version. So it was not unreasonable for Allianz to conclude that a court would hold Mr C2 wholly or largely liable for the collision. Like the adjudicator, I also consider that Allianz dealt reasonably with the issue of the complaint.

my final decision

For the reasons I have set out above, my decision is that I do not uphold this complaint, and make no order against Allianz Insurance Plc.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr C1 to accept or reject my decision before 7 August 2015.

Lennox Towers
ombudsman