

## **The complaint**

Mr M complains about how Advantage Insurance Company Limited (Advantage) settled a claim made on his motor insurance policy.

## **What happened**

Mr M holds a motor insurance policy with Advantage. When his vehicle was involved in collision in a car park, he made a claim for the damage caused. Advantage said it would likely be settled on a split liability basis because both vehicles involved were reversing and carrying out a manoeuvre at the time of the collision..

Mr M complained about Advantages decision to ultimately settle his claim on a 50/50 split liability basis. He says this was done without proper investigation and doesn't think it's fair because he says he was stationary at the point of impact. So he thinks he shouldn't be held at fault and the claim should be settled as a non-fault on his policy. He also complains about communication throughout the claim.

Advantage maintained its decision to settle the claim on a 50/50 basis was reasonable. It said there wasn't any evidence other than Mr M's version of events to support that he was stationary at the point of impact. It said were the case to go to court, a split liability decision would likely be made so it was acting reasonably when settling the claim as such without taking the case to court.

It acknowledged it could have communicated things better with Mr M and acknowledged it said he could send it more evidence but settled the claim before he'd done so. It said it's seen nothing that indicates its decision is wrong or unfair. It paid Mr M £100 compensation for the communication issues.

Mr M didn't think this resolved his complaint, so he brought his complaint to us.

One of our Investigators ultimately didn't recommend it be upheld. She acknowledged Advantage hadn't handled the claim as well as it could have in terms of communicating its decision and asking for evidence. But she was satisfied the decision it reached in terms of how the claim was settled was something it was entitled to do, and that it was ultimately a fair and reasonable decision.

Mr M didn't agree and asked for an Ombudsman's decision.

## **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.

Having done so, I'm not upholding it. I understand this won't be the answer Mr M was hoping for.

Whilst I've not commented on every bit of evidence or argument raised, I have considered everything presented to me. My decision focusses on what I believe are the key points of the

complaint. In short, how the claim was settled.

It's not my role to say who or who wasn't at fault for the incident in the car park. My role is to determine whether Advantage's decision to settle his claim on a 50/50 split liability basis is fair. And I'm satisfied it is.

- Like most motor insurance policies, Mr M's policy with Advantage has a subrogation term allowing Advantage to take control over the defence and settlement of any claim made on his policy. Naturally this might mean at times it makes decisions its policyholders don't agree with.
- I understand Mr M is unhappy and thinks a decision has been reached without investigating the incident properly. He says he thinks subrogation has taken the place of his investigation. And I can understand why he's not happy. No engineer's reports on the damage were completed for example.
- But Advantage's decision is made on the basis of Mr M's version of events and those of the third party. There's no CCTV footage or independent witness statements. And Advantage has said an engineer's report wouldn't confirm if he was stationary at the point of impact – which I think is reasonable.
- I've seen Advantage has a statement from its solicitors too. This agrees with the 50/50 split liability stance. I know there's been some questions around when this email was sent and received, but ultimately, I don't think that makes a difference. The legal opinion confirms Advantage's stance.
- Based on the available evidence, I'm satisfied Advantage's decision to settle on a 50/50 split liability basis is reasonable. It's a decision Advantage is entitled to make under the policy. I've not seen anything persuasive to suggest it's a decision that goes against the available evidence. Nor have I been persuaded that there is evidence available, that's not been obtained which would say otherwise.
- Advantage has acknowledged it could have communicated better throughout the claim. And I, like our Investigator agree. This would undoubtedly have caused a degree of distress and inconvenience to Mr M. But, like our Investigator I'm satisfied the £100 paid already is sufficient compensation for the shortfall in communication.

### **My final decision**

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 6 February 2025.

Joe Thornley  
**Ombudsman**