

The complaint

Mr B complains about the way Advantage Insurance Company Limited (“Advantage”) decided liability for a claim under his car insurance policy.

What happened

Mr B had a car insurance policy with Advantage, which he bought through a broker. The incident involved a named driver on Mr B’s policy, but for ease I’ll refer to Mr B throughout as though he was the driver.

He was involved in an incident with a third-party vehicle in December 2023. Mr B thought he was stationary at the time of the collision, but the third-party thought he’d reversed into them while they were stationary.

He contacted Advantage and told it about what’d happened. The third party also made a claim.

Advantage obtained some third-party footage of the collision and a witness statement. It decided Mr B was responsible for the collision and settled the third-party claim.

Mr B complained. He wasn’t happy that Advantage didn’t provide him with the footage before it decided liability.

He remained unhappy and brought his complaint to this service. Our investigator looked into it and thought it wouldn’t be upheld. She thought Advantage had acted fairly and reasonably.

Mr B didn’t agree with the view. Because he didn’t agree, this complaint has been passed to me to make a 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.

It’s important I start by saying that it’s not the role of this service to decide which party was responsible for an incident as this is a matter for the courts. It’s our role to decide whether Advantage acted fairly and reasonably, and in line with its policy wording, in how it investigated and handled Mr B’s claim.

I can see Mr B feels very strongly about what happened in the collision and he’s adamant the third party moved into his car.

But I’ve reviewed the file of evidence, and I’m not going to uphold his complaint. I do appreciate his strength of feelings on this, and I’ll explain why I’m reaching this decision.

Advantage initially told Mr B that it thought the likely outcome of the claim would be a shared liability. When it investigated, the third-party insurer sent it video footage of the collision and a third-party witness statement stating Mr B was at fault.

Under the terms of its policy wording, Advantage has the right to decide liability:

“When defending or settling a claim, your insurer is entitled to instruct the solicitors of their choice to act for you in any proceedings. If they feel it’s appropriate, your insurer will be entitled to admit liability, for the costs covered under this policy on behalf of you or any person claiming indemnity under the policy.”

This type of wording is common in the insurance marketplace and I think its use is fair here.

I’ve looked at the timeline of events and I can see Mr B is frustrated because Advantage didn’t share the footage with him before deciding liability. The policy wording means Advantage doesn’t need to do this – but I can see it asked the third party for permission to send it to him (which it said was a requirement under the relevant Data Protection regulations). The third party hadn’t given permission for the video to be shared with him.

Advantage has a responsibility to deal with claims efficiently in order to keep its costs low, and in Mr B’s case this is what it did.

Although Mr B doesn’t agree, I don’t think Advantage has acted unfairly in deciding liability for the collision, and as I mention above, its decision is in line with the policy wording.

It follows that I’m not upholding this complaint.

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 Mr B to accept or reject my decision before 27 December 2024.

Richard Sowden
Ombudsman