

## **The complaint**

Mr C complains Advantage Insurance Company Limited (Advantage) unfairly accepted liability after a claim was made on his motor insurance policy.

Advantage are the underwriters of this policy i.e. the insurer. Part of this complaint concerns the actions of the intermediary. As Advantage have accepted it is accountable for the actions of the intermediary, in my decision, any reference to Advantage includes the actions of the intermediary.

## **What happened**

Mr C was involved in an accident with a third-party car whilst driving his car. When a claim was made, Advantage held him at fault for the incident.

Mr C didn't think the third-party had taken sufficient care and said they should be held liable.

Because Mr C was not happy with Advantage he brought the complaint to our service. He said Advantage had not taken into account the full situation of the accident to come to its decision.

Our investigator did not uphold the complaint. They looked into the case and were satisfied Advantage had considered all the available evidence prior to making its decision about liability of the claim. And that it had acted in line with the policy terms and conditions.

As Mr C is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

## **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 that I make it clear that it's not my role to decide who's at fault for an accident, as ultimately that's a matter for the courts. And, like all motor policies, Mr C's policy allows Advantage to settle claims as it sees fit.

In the terms and conditions of Mr C's policy it says:

*"We are entitled to process your claim in its entirety as well as conduct the defence or settlement of any claim and/or admit negligence for any accident or claim on your behalf."*

It also says in the general conditions:

*"Your insurer has the right to:*

- Carry out repair; and*
- Take over and conduct the defence or settlement of any claim under the policy for its own benefit."*

This means Advantage doesn't require Mr C's consent to decide how to settle a claim and it may make a decision that Mr C doesn't agree with. But I'll look to see that it's done so reasonably.

Mr C said that after exiting a roundabout he became stuck in traffic that had stopped due to a lorry ahead performing a manoeuvre. He said he decided to make a three-point turn to enable him to re-join the roundabout and take another route home. He had started to do this when his car was in a collision with the third-party car.

I saw Advantage obtained CCTV evidence of the incident which it looked at to help it make its decision in which it held Mr C at fault.

Mr C contested this decision and provided additional CCTV evidence of the incident from a different angle, and he submitted this to Advantage.

I saw Advantage reviewed this additional footage in addition to the evidence already considered, but it did not change its decision. It said the responsibility was on Mr C to check left before pulling forward, not on the third-party driver to look right as they emerged from the junction. It acknowledged the third-party may not have proceeded correctly on their approach to the junction prior to the accident but said the primary fault for the incident lies with Mr C, because he didn't ensure it was safe to proceed when completing a more risky manoeuvre.

I do understand Mr C feels strongly he was not fully responsible for the accident, and he disagrees with Advantage's decision. However I have seen that Advantage considered the relevant evidence from both parties, plus the two separate CCTV recordings, and its decision to accept liability was in line with the terms and conditions of the policy.

I recognise Mr C will be very disappointed, but I don't uphold this complaint and don't require Advantage to do anything further in this case.

### **My final decision**

For the reasons I have given I don't uphold this complaint.

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

Sally-Ann Harding  
**Ombudsman**