

## **The complaint**

Mr G complains that Advantage Insurance Company Limited (“Advantage”) unfairly considered him at fault for an accident claim and cancelled his motor insurance policy.

## **What happened**

Mr G was made aware by Advantage that a third-party (TP) was making a claim against his policy. He said he wasn’t involved in a collision and wasn’t to blame for any damage being claimed. Mr G described this as a false incident and disputed the TP’s claim for around £8,000 in repairs. He said Advantage subsequently cancelled his policy as he had denied there was an accident. He didn’t think this was fair and complained.

Advantage responded in October 2024. It said a video taken at the scene of the accident showed damage to the wheel arch of Mr G’s car. A consistency analysis, and review of the video footage, indicated contact could have occurred in this area. This meant the damage claimed by the TP couldn’t be denied. Advantage said Mr G initially denied involvement in this incident. And changed his version of events more than once.

Advantage said it couldn’t proceed to challenge the claim against Mr G in court as he hadn’t given a consistent version of events. This meant he wasn’t a credible witness. It said this resulted in it settling the claim less favourably than it would have expected. It explained that it cancelled Mr G’s policy on moral grounds for not providing accurate statements during the course of the claim.

Mr G referred his complaint to our service. Our investigator didn’t recommend that the complaint be upheld. He thought Advantage had acted reasonably to settle the claim given the available evidence. He didn’t think it was unfair that it had cancelled Mr G’s policy as it had shown that he provided inaccurate information about the incident.

Mr G didn’t accept our investigator’s findings. As an agreement wasn’t reached the complaint has been passed to me to decide.

## **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 Mr G’s complaint. I’m sorry to disappoint him but I’ll explain why I think my decision is fair.

### *claim*

Mr G’s policy terms allow Advantage to decide how best to deal with a claim. This is a common term found in motor insurance policies. It’s not something we think is unfair as ultimately it’s the insurer that pays the cost of the claim. But this doesn’t mean it can do anything that it wants. Advantage must still treat Mr G fairly. I’ve focused on whether it did so here.

Advantage's claim records show Mr G denied involvement in the incident alleged by the TP. He said he was staying at a hotel at the time. I note Mr G also supplied Advantage with photos of his car that showed no damage.

The claim records show the TP was using an accident management company (AMC) to deal with their claim. Advantage asked the AMC for evidence to support Mr G was at fault. I think this was reasonable given that he'd disputed being involved. The AMC then sent a video supplied by the TP. This showed Mr G's car very close to the TP's car as he slowly drives forward. Both drivers are still their cars. The video is taken by someone known to the TP. The footage shows a white mark on the driver's side wheel arch of Mr G's car. The camera then moves around the front of the TP's car and shows the driver's sides of both cars from the front of the TP's car and the rear of Mr G's car.

It's clear from this footage that Mr G was at the scene of the incident. It doesn't show an impact. But it does show that he was there. In his submissions to our service, he said he didn't see anybody go around his car with a video camera. But a video was taken of his car as it slowly drove past the TP's car. The person holding the camera was in front of Mr G's car on the driver's side. I think he would reasonably have been aware of this. Cars were parked down both sides of the road, which was fairly narrow to begin with. This made it difficult for the car's travelling in opposite directions to move past each other.

Advantage sent a copy of the TP's video to Mr G. In an email to the business on 17 September 2024 he said, *"If you look at the video closely, you'll see his [car] crashed into me. And not the other way around. My car was parked up on the pavement."*

This clearly differs to Mr G's initial account that he wasn't involved in a collision.

The TP's video shows a car parked on the pavement very close to the passenger side of Mr G's car. There is another car parked behind this, which is to the rear of G's car. I can't see that it's possible for Mr G to have been parked on the pavement. There were other parked cars preventing this. It may be that there was a space some way back from where Mr G's car is positioned in the video. This can't clearly be seen. But the TP's car is stuck in a stationary line of traffic. It hadn't reached that far down the road. So, it wasn't possible for the TP's car to have driven into Mr G's car as he described.

It's difficult to identify whether there is any damage on the TP's car from this video. We asked Advantage to provide photos of the damage, which it did. The photos show scratches on the driver's side wing, front bumper, and on one of the wheels. I've seen a repair report that supports damage having been present on the driver's side of the TP's car. I've also seen an invoice from the repairing garage. This also supports the damage claimed to the driver's side of the TP's car plus the front bumper. The repairs come to £7,215.90.

An engineer's report Advantage obtained said there was damage to the left front wheel arch of Mr G's car. The engineer said the damage was glancing in nature. He said images of the TP's car had been provided and damage was noted to the right-hand side. The engineer said this was of a similar height and within range of the damage to Mr G's wheel arch. He advised that he could not rule out the damage having been caused by Mr G's car colliding with the TP's car.

We asked Advantage why the engineer referred to the left front wheel when it was the driver's side wheel that had a mark showing in the TP's video. In its response it said: *"The terms 'left and right' change depending on which way you are facing. If you are referring to the cars position, Left would be N/S [nearside] however if you are facing the car, the left would be the O/S [offside]. Our report says left side."*

I note Mr G also queried references to the left side of his car, given the damage highlighted was on the other side. I'm satisfied from the video footage that the mark on Mr G's car was on the driver's side front wheel arch. I think the way Advantage described the position of the damage is confusing. But this doesn't impact on my findings.

Based on this evidence Mr G was known to have been at the scene of the incident. His car was videoed passing the TP's car with only a few inches between them. There was a mark on Mr G's front wheel arch, which aligns with where damage was reported on the TP's car. And an engineer confirmed this damage can't be ruled out as having been caused by Mr G's car.

I think it was reasonable for Advantage to ask for more information to support the TP's claim. It's explained that it did have some concerns with the cost of the repairs. However, Mr G did initially deny having any involvement in this incident - when it's clear from the video footage that his car was at the scene. Mr G then said his car was parked and that the TP crashed into his car. But this wasn't possible as I've already explained. Advantage said that it reluctantly agreed to pay the TP's full repair costs. But had Mr G been a credible witness it said this may have been a case it challenged in court. As it couldn't do so, it was forced to settle the claim less favourably than it would have expected.

In these circumstances I don't think Advantage treated Mr G unfairly. It relied on its policy terms and settled the TP's claim as it thought best. I think Advantage's explanation is persuasive that it's unlikely to have succeeded in challenging this outcome in court given the differing testimony provided by Mr G.

#### *cancellation*

I've checked Mr G's policy terms. Under the heading "*General Conditions*" it says:

*"You must comply with the conditions below. If you do not, depending on the circumstances, your insurer may be entitled to cancel the policy, refuse to deal with your claim or reduce the amount of any claim payment.. You, or any insured driver, must:*

- Give your insurer all the information and help they ask for including any documentary evidence to back up your claim. All information you provide must be true and correct to the best of your knowledge."*

Advantage said it cancelled Mr G's policy on moral grounds. More specifically because he gave inaccurate information about his involvement in the incident. Given what I've read I don't think Advantage behaved unreasonably here. Mr G said he wasn't involved in an accident and referred to this as a false incident. After he watched the TP's video he changed his account. But this has been shown to be inaccurate. In these circumstances I agree with Advantage that its terms allow it to cancel Mr G's policy.

Having considered all of this I don't think Advantage treated Mr G unfairly when settling the TP's claim as it did, or when cancelling his policy for the reasons it gave. So, I can't reasonably ask it to do anymore.

#### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 18 June 2025.

Mike Waldron  
**Ombudsman**