

The complaint

Mr F's complaint concerns his motor insurance policy underwritten by Advantage Insurance Company Limited. Reference to Advantage includes its agents.

What happened

In summary, Mr F had a motor insurance policy underwritten by Advantage. He was involved in an accident that wasn't his fault. Mr F says the other driver admitted fault and indicated he may pay directly for repairs, depending on the cost. Shortly after the incident, Mr F began to complete a form on the app to tell Advantage about what had happened. Mr F wasn't sure whether this was notification only or a claim, as he wasn't sure of the other driver's intentions in relation to settling the matter. Mr F left the form completed in part.

The other driver decided to settle the matter directly and he paid Mr F's garage in advance of the repairs. Advantage contacted Mr F and said it wanted to talk to him about his claim. Mr F was concerned about that, as he hadn't made a claim. During a phone call on the same day, Mr F told Advantage he didn't want to make a claim. The following day, Advantage noted this was notification only, that is, an incident reported by Mr F but in relation to which he made no claim.

A few days later, the other driver contacted Mr F and said Advantage had contacted his insurer. The other driver was annoyed as he'd already paid the repair costs. The third party's insurer contacted Advantage and said its insured says he and Mr F are settling the claim themselves and sought confirmation from Advantage that was the case.

Mr F complains that Advantage started the claims process without his consent, as he hadn't completed the form indicating he wanted to make a claim. He says this caused stress and unnecessary friction between him and the other driver. Mr F wants confirmation Advantage recorded this as notification only and compensation for his stress.

In response to Mr F's complaint, Advantage said it hadn't made any errors. It said it was Mr F's responsibility to notify it about an incident. Advantage said notification only incidents stay open for six months to allow any third parties to make a claim or report damages or injuries. It said it's important for it to record any incident on the Claims and Underwriting Exchange (CUE) and it's the underwriters' decision what effect notification only incidents have on future premiums. Mr F wasn't happy with Advantage's response and pursued his complaint.

One of our Investigators looked at what had happened. He didn't think Advantage had acted unfairly or unreasonably. The Investigator said Mr F's policy requires him to inform Advantage immediately about any incident. He didn't think Advantage had acted unfairly when it acted on the information Mr F had provided. The Investigator appreciated Mr F was unhappy about Advantage logging the incident as a claim initially but said the incident was closed as notification only within a short time frame. He said he hadn't seen

any evidence Advantage pursued a claim against the third party and he didn't think it had acted unreasonably in contacting the third party's insurers.

Mr F didn't agree with the Investigator. He said he received only the renewal quote and the confirmation of renewal. Mr F said the renewal quote says he must report incidents as soon as possible and within 180 days. He doesn't think he should be penalised for not reporting the incident immediately, as he was relying on the documents he'd seen. He was reassured the Investigator said this matter was changed to notification only but Advantage hadn't confirmed that to him. Mr F said he didn't consent to a claim and whilst he acknowledges Advantage corrected the matter within 24 hours of his phone call, it shouldn't have happened in the first place.

The Investigator considered what Mr F said but didn't change his view. Mr F asked that an Ombudsman consider his complaint, so it was 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.

I've taken into account the law, regulation and good practice. Above all, I've considered what's fair and reasonable. I don't uphold Mr F's complaint and I'll explain why:

- The terms of Mr F's motor insurance policy include the following:

'6. Keeping your policy up to date

[...]

You must tell us immediately if:

- *You, or any named driver/s or car/s, are involved in an accident, no matter how minor and regardless of blame and whether or not **you** want to make a claim [...]*

- The Insurance Product Information Document (IPID) for the policy says:

'What are my obligations?

You're required to keep to the conditions shown in your full policy documents.

Some examples of these are:

[...]

- *You must tell us as soon as possible about [...] any motor accidents [...]*
- *You must tell us as soon as possible if you have had a loss, accident or theft'*

- Mr F has referred to an IPID which says he must tell the insurer '*...about the incident as soon as possible and within 180 days*'. That IPID relates to motor legal expenses insurance underwritten by another insurer, not Advantage. So, it's not relevant here.
- Mr F also says he only received the renewal quote and confirmation of renewal. The documents he's provided contain links to access the policy documents. I'm satisfied Mr F is bound by the policy terms. So, Mr F was obliged to tell Advantage about the incident immediately or as soon as possible, whether or not he wanted to make a claim.

- The incident happened on Friday 29 November 2024. In his complaint to Advantage, Mr F said he started to fill out a form in the app on Sunday 1 December 2024. That's consistent with what Advantage says about the date Mr F began to complete the form on its online system. So, Mr F told Advantage about the accident before the next working day. I'm satisfied Mr F told Advantage about the accident immediately or as soon as possible. I appreciate the information he provided was incomplete, as he didn't indicate whether he wanted to make a claim, but he provided Advantage with details of the accident, as required by the policy.
- Advantage sent Mr F an e-mail on 5 December 2024, asking him to contact it about his claim. Advantage says as Mr F didn't complete the online form, it proceeded to log the claim. But Advantage had no indication from Mr F that he wanted to make a claim. Strictly speaking, Advantage's e-mail to Mr F of 5 December 2024 was inaccurate when it referred to a claim. However, as soon as Mr F contacted Advantage and said he didn't want to make a claim, it corrected this. On the following day, 6 December 2024, Advantage closed the matter as notification only. I think Advantage acted promptly when it had further information from Mr F. I don't think it's required to do any more.
- I don't think Advantage acted unfairly or unreasonably in contacting the third party's insurer. I've seen no evidence Advantage pursued a claim against the third party or his insurer.
- I think it was sufficiently clear from Advantage's final response that it had closed this matter as notification only. It has confirmed to this service it has recorded the matter accurately. So, I don't need to make any further direction about that.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 26 August 2025.

Louise Povey

Ombudsman