

The complaint

Mrs D and Mr D complain Advantage Insurance Company Limited (Advantage) didn't follow a proper and considered process when a claim was made on Mr D's motor insurance policy and it unfairly and prematurely accepted liability for the incident.

Mr D is the policy holder and Mrs D is a named driver on the policy. References to Mrs D, or Mr D, will include the other.

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.

There are several parties and representatives of Advantage involved throughout the complaint but for the purposes of this complaint I'm only going to refer to Advantage.

What happened

Mr D was involved in a collision with a third-party vehicle. He contacted Advantage to log a claim following the incident. Based on the evidence provided Advantage accepted liability and recorded it as a fault claim.

Mr D said Advantage didn't give him the opportunity to provide evidence regarding the incident before making its decision to accept liability. He also said Advantage made repeated calls to Mrs D during the claims process which added further unnecessary stress to an already frustrating situation.

Because Mr D was not happy with Advantage, he brought the complaint to our service.

Our investigator didn't uphold the complaint. They looked into the case and didn't think Advantage had got the liability decision wrong, because as the driver completing a manoeuvre, it was Mr D's responsibility to complete this safely. And they thought it was reasonable for Advantage to make calls to enable progression of the claim.

As Mr D was 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.

Liability

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 D's policy allows Advantage to settle claims as it sees fit.

In the terms and conditions of Mr D'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."

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

The incident happened on 12 August 2024 and Mr D made a claim in which he explained what had happened. I saw Advantage emailed Mr D on 14 August 2024 asking for further information. Later the same day, and before he had provided further information, it emailed him again and said based on the information he had given it was accepting liability to the third-party and was accepting the claim as a 'fault' one.

I recognise this would have appeared to Mr D that it had made a decision on liability using only limited information and before giving him enough time or opportunity to provide evidence. Advantage explained this email was to set out how it saw liability at that time, based on the limited evidence provided. It said this didn't mean he was unable to send in the information it had requested to its claims department, and that it would still be considered.

I saw Mr D then provided a statement about the incident. He said he pulled into a side road to complete a three-point turn and this included reversing into the road he had pulled off from. He said he had come to a stop but before proceeding with the next part of his turn his car was struck by the third-party vehicle from behind at speed. The third-party denied they were travelling in excess of the speed limit. He also provided images of the damage to both vehicles. Minimal damage was reported to the rear of Mr D's car, but there was more extensive damage to the left-hand rear door and bumper of the third-party vehicle.

In this case there was no CCTV or dashcam footage available. The police didn't attend the incident. The third-party did give details of an independent witness who lived at a property near to where the incident occurred had come forward after Mr D had left the scene, but it confirmed it hadn't seen or considered any witness evidence as part of its decision on liability.

I saw Advantage did consider the evidence provided by Mr D after it had sent its expectation email of 14 August 2024, however it said it didn't provide conclusive evidence of the events that occurred. It said the damage reported was consistent with the information provided about the collision.

Mr D requested Advantage organise for an independent assessment of the damage to both vehicles involved in the incident to prove the third-party was speeding. Advantage said the damage to both cars was not in dispute so even if both cars were inspected this wouldn't support this to be a non-fault claim. It said in this case it wasn't possible to prove speed as the reason for the incident. It declined to organise for an accident investigation for this reason.

Advantage said It is the responsibility of the driver performing a manoeuvre to maintain due care and attention throughout. It said it would not be possible for it to maintain a non-fault stance and this case wouldn't hold up if it were to go to court. Therefore it didn't change its decision about liability and the claim remained recorded as fault.

I understand Mr D feels strongly that he was not fully responsible for the accident, and he disagrees with Advantage's liability decision. I accept the email Advantage sent to Mr D on 14 August 2024 regarding its early position on liability was not very clear that the liability

finding may be changed if any further evidence provided supported a non-fault claim. However based on the evidence I've reviewed I saw the further evidence provided was fully considered by Advantage and the final decision to accept liability was based on consideration of all the evidence provided. I think this was a fair and reasonable decision, and in line with the terms and conditions of the policy.

Volume of calls

Mr D said his mother, who was a named driver on his policy, was inundated with excessive calls from Advantage and its approved representatives. I saw Mr D confirmed the number which received the calls was that of his mother and this was the number recorded on his policy documentation. Unfortunately, Mr D was unable to provide any evidence of the excessive calls due to there being seven months elapsed since the referral of his complaint.

Advantage provided evidence of calls between Mrs D and itself which showed a total of 16 calls from August 2024 to the end of October 2024. Advantage explained two of those interactions were complaint calls, one was the initial claim logged call as well as updates provided during the claim process to manage our customer expectations. I don't consider this to be an excessive amount of calls. And I don't think it is unreasonable for there to be contact whilst the claim is in progress and for this to include some phone calls in addition to emails and/or letters.

Advantage said it needed to make contact to establish if a claim was being made for the repairs to Mr D's car and said it needed to understand if he wanted it to manage the repairs to his car.

I am sorry that the calls felt excessive and caused upset to Mrs D, however from the evidence I have seen I am satisfied calls were appropriate in the circumstances and were made to proactively progress the claim.

Therefore, although I recognise Mr D will be very disappointed, 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 Mrs D and Mr D to accept or reject my decision before 31 July 2025.

Sally-Ann Harding
Ombudsman