

The complaint

Mr P complains about how Advantage Insurance Company Limited (Advantage) settled a claim made on his motor insurance policy.

What happened

In April 2025 Mr P's vehicle was involved in an accident when his vehicle collided with a van.

At the time, Mr P was changing lanes from the right-hand lane to the middle lane. Mr P said he believed the van was speeding and hit him.

Mr P contacted Advantage to notify them of the accident. He also provided photographs of the damage, a witness statement and a diagram of how the accident happened. Mr P maintained he wasn't at fault for the collision. However, after considering the evidence, Advantage decided Mr P was at fault for the accident. Advantage referred to specific provisions of the Highway Code which covered changing lanes. And said the position of the damage on the front left wheel arch of Mr P's vehicle indicated he'd changed lanes unsafely. Advantage also acknowledged, whilst Mr P provided a witness statement, it confirmed it was unable to rely on this as it was from a passenger sitting in Mr P's vehicle.

Mr P didn't agree with Advantage's response and bought his complaint to us.

Our investigator didn't uphold the complaint. He was satisfied Advantage had considered everything and came to a fair conclusion when determining liability of the claim.

Mr P didn't agree with the investigator and asked for his complaint to be passed to an ombudsman for a final 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.

Having done so, I'm not upholding it. Whilst I've not commented on every piece of evidence or argument raised, I have considered everything presented to me. However, my decision focusses on what I believe are the key points of the complaint.

Mr P is unhappy he has a fault claim against him as he considers Advantage have treated him unfairly. I should firstly explain this service isn't able to say who is at fault for causing an accident, as that is the responsibility of the courts. Our role is to look at whether Advantage has carried out a fair investigation, reviewed all the evidence and come to a reasonable decision.

Mr P's policy, allows Advantage to take over, defend, or settle any claim under the policy. This is a common term in motor insurance policies, and I do not find it unusual or unfair. However, we expect an insurer to reasonably investigate a claim and consider the evidence available before making its decision on liability.

I've taken into account all of Mr P's comments – in particular, he feels Advantage ignored his explanation that both vehicles were changing lanes at the same time. Mr P explained he was almost stationary when a van came from the far-left lane at high speed and entered his lane. Mr P disagrees with Advantage's conclusion he had changed lanes unsafely.

Advantage has said it took all of this into account including the photographs showing the location of damage and paint transfer, google images of the accident location and Mr P's diagram when reaching a conclusion on liability. Whilst Mr P provided a witness statement, Advantage discounted this as they were a passenger in Mr P's vehicle, and there isn't any other independent evidence to support what Mr P has said.

I'm satisfied Advantage has considered all the circumstances before reaching a conclusion, and I can't say it has acted unfairly in reaching the decision it has made. It has referred to the provisions of the Highway Code that placed the onus on Mr P to ensure it was safe to change lanes. While Mr P has said he was stationary and the third-party hit him, Advantage set out that there isn't any independent evidence to prove this was the case. And I don't think it was unreasonable for it to have concluded as such.

I recognise Mr P feels Advantage has been unfair and doesn't agree it should have settled on liability as it did, but I'm satisfied Advantage has taken everything Mr P has provided into account before it reached the decision it did. So I don't think it's acted unfairly in the way it handled Mr P's claim.

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 P to accept or reject my decision before 17 November 2025.

Lorraine Ball
Ombudsman