

The complaint

Mr K is complaining about Advantage Insurance Company Limited (Advantage) decision to accept liability following an accident he was involved in, under his motor insurance policy.

What happened

In August 2025, Mr K's vehicle was involved in an accident. Mr K explained at the time he had just left the post office and was pulling away. He was sitting stationary ready to move into the middle lane before going across to the far lane to turn right. Mr K explained he was waiting for the lights to change when the third-party vehicle hit him.

Mr K explained as the police didn't attend the scene, he visited the local police station to submit a self-report. Unfortunately, the incorrect incident address was given to the police and Advantage. But due to the time that had passed neither Advantage or the police were able to obtain the CCTV footage.

After considering the available evidence Advantage decided Mr K was at fault for the accident. It concluded it was unable to prove Mr K was stationary and so couldn't defend the claim if it were to go to court. Advantage also referred to specific provisions of the Highway Code that covered changing lanes and confirmed the onus was on Mr K to ensure it was safe to complete the lane change.

Mr K was unhappy at Advantage's decision on liability, maintaining he wasn't at fault for the accident and bought his complaint to us.

Our Investigator didn't recommend the complaint should be upheld. She thought Advantage had been fair and reasonable and had considered the evidence available before admitting liability. She was satisfied Advantage had acted in line with the policy terms and conditions.

Mr K replied asking for an Ombudsman to review his complaint, so his complaint has come to me 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. My decision focusses on what I believe are the key points of the complaint.

Mr K doesn't think it's fair for him to be liable for the claim, he maintains he was stationary at the time the third-party hit him.

I acknowledge what Mr K has said about the circumstances of the accident - that he wasn't at fault for the accident. I don't doubt the strength of his feeling on this issue. But it isn't our role to decide who was responsible for causing the accident. This is the role of the courts.

Instead, our role in complaints of this nature is to investigate how the insurer made the decision to settle the claim. Did it act fairly and reasonably and in line with the terms and conditions of the policy?

Mr K'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. 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 Mr K's comments – in particular, he was stationary, waiting to pull out and the third party hit him. Looking at the evidence available when considering Advantage's handling of the incident, it does indicate their consideration of the circumstances of the accident, including Mr K's version of what happened. This includes the images provided by Mr K and a diagram, video and photographs from the third-party showing damage after the incident. And while Mr K has said his vehicle was stationary, it said there weren't any independent witness evidence about the accident when it happened, or dashcam or CCTV footage showing the accident as it happened. The witness statement Mr K provided confirmed what happened after the accident.

I can understand that Mr K is disappointed that Advantage didn't request the police report, however as the police didn't attend the accident, it would only be Mr K's version of events.

I note that Mr K is unhappy he was told that the third party had accepted liability. Advantage acknowledged and apologised that this was a mistake caused by a system generated error, I don't agree with Mr K that Advantage should be bound by that.

I've thought about the comments Mr K has raised about the call he had with Advantage when discussing the liability, having listened to the conversation, I don't agree that Mr K received poor service.

In the circumstances, I don't think it was unreasonable for Advantage to conclude Mr K was liable for the accident. It has referred to the provisions of the Highway Code that placed the onus on Mr K to ensure it was safe to change lanes. While Mr K 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.

Advantage considered the evidence and thought it would be unlikely to successfully defend the matter in court. So it admitted liability, and it was entitled to do so under the policy's terms and conditions. Whilst I acknowledge Mr K doesn't agree with Advantage's decision to settle, as I said above, it was entitled to make the decision to do so, and I'm satisfied Advantage has taken everything into account before it reached the decision it did. I don't think it's acted unfairly in the way it's handled Mr K'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 K to accept or reject my decision before 12 November 2025.

Lorraine Ball
Ombudsman