

The complaint

Mr G complains that Advantage Insurance Company Limited (Advantage) unfairly recorded a fault claim against him following a collision with a third party.

What happened

Mr G insured a car with Advantage. He contacted Advantage as he'd been involved in a collision with a third party in a car park.

After reviewing the claim and information provided by Mr G and the third party's insurer, Advantage said it would record a fault claim against Mr G. He complained about this, saying he didn't believe he was at fault and that Advantage hadn't obtained CCTV footage which would have shown he wasn't at fault.

When Advantage rejected his complaint, Mr G referred it to our service. During the course of our investigation, Advantage said it remained satisfied that the decision regarding the fault claim was reasonable, but did acknowledge it hadn't requested the CCTV footage. It offered £100 compensation to Mr G. Our investigator thought this was a fair offer, and Advantage's actions had been reasonable. Mr G didn't accept this and asked for an ombudsman's 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.

My role here isn't to determine who was at fault for the collision, rather to conclude whether Advantage's decision to record a fault claim against Mr G was reasonable in light of the evidence it obtained and/or should have obtained.

Mr G doesn't dispute that at the time of the collision, he was reversing in the car park. He said he didn't see any other vehicle until the collision occurred. The third party said they were driving into the space next to where Mr G was reversing from, and while doing so Mr G's car reversed and hit them. The third party said they'd sounded their horn when he was reversing, but Mr G said he didn't hear this.

It seems to therefore be accepted that Mr G was engaged in a reversing manoeuvre in the car park at the time of the collision. Section 202 of the Highway Code outlines the precautions which should be taken, including the use of mirrors and checking all around before and while reversing. Advantage's position seems to be that the other vehicle would likely have been visible to Mr G during the manoeuvre, and so he should have stopped. Mr G said he was already reversing before the third party started their manoeuvre to go into the space and didn't allow him time or space to stop or complete his own reversing. However, Advantage takes the view that as the reversing party Mr G had a duty to stop if another road user's direction of travel mean he couldn't complete the manoeuvre.

There were no witnesses identified who could confirm the exact sequence of events,

including whether the third party did sound their horn and who was moving into or out of a parking space at what point. Mr G did identify the presence of a CCTV camera, but Advantage didn't contact anyone to ascertain whether there was any relevant recorded footage.

Advantage says that it doesn't believe the location of the camera would have shown the collision, which I'm aware Mr G disputes. However, even if it did, Advantage believes any footage would have shown that Mr G was reversing at the time of the collision and should have given way to the third party, which wouldn't have changed the decision regarding fault.

It seems, therefore, that Advantage concluded that in light of the accounts of both parties, it couldn't dispute that Mr G had a duty as the reversing party to complete the manoeuvre safely. Furthermore, both accounts would suggest that at the time of the collision Mr G was moving whilst the third party was stationary. So I think Advantage reasonably concluded that it couldn't dispute liability and held Mr G at fault.

I know how strongly Mr G feels about the CCTV footage and the impact of Advantage failing to obtain it. He believes that it would have shown the third party to be at fault. If I were to conclude that Advantage should change the liability decision because it didn't contact the camera owner, I'd need to be satisfied that, on balance, the camera would have shown the location of the collision, that the footage was recorded, and that footage was clear enough to determine that the third party was at fault. I think there's too many hypotheticals within that scenario for me to make that conclusion.

Advantage has, after Mr G referred the complaint to our service, acknowledged its error in not contacting the camera owner to establish whether any relevant footage was available. It offered £100 compensation to recognise the impact on Mr G. I think this is a fair offer. While Mr G was disappointed and frustrated by Advantage not taking action, after he'd provided the details of where the camera was, for the reasons I've outlined above I think the impact was relatively small as even if Advantage had contacted the camera owner, any footage would have been unlikely to have changed the outcome of the claim.

My final decision

Advantage Insurance Company Limited's offer of £100 compensation is fair. The decision to record a fault claim against Mr G was reasonable.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 24 October 2025.

Ben Williams
Ombudsman