

## **The complaint**

Mr L complains that Advantage Insurance Company Limited declined his claim made on his motor insurance policy. He wants it to pay him the car's pre-loss market value.

## **What happened**

Mr L's car had a tyre blowout, and his car was damaged. Mr L made a claim on his policy. Advantage said the car was a total loss. Advantage validated the claim and checked the car's last MOT six months earlier. This had an advisory that one tyre was worn to near legal limits. Advantage instructed an independent engineer to inspect the car. He said this tyre had serious structural failure and was no longer serviceable. Advantage noted the car had done 4,500 miles since the last MOT.

Mr L couldn't show that he had replaced the tyre after the MOT. So Advantage repudiated the claim as damage to tyres was excluded from cover and it said Mr L hadn't maintained his car in roadworthy condition. Mr L said he recalled running over rubble shortly before the tyre burst. He was unhappy with the delay in Advantage confirming its decision.

Our Investigator didn't recommend that the complaint should be upheld. She thought it was reasonable for Advantage to rely on the independent engineer's report that the condition of the tyre had led to the accident. She thought Mr L hadn't provided evidence that he'd maintained his car in a roadworthy condition. And so she thought Advantage had reasonably decided that the incident wasn't an insurable event, that Mr L hadn't complied with the policy's terms and conditions and it had reasonably declined the claim.

Mr L replied asking for an Ombudsman's review, so his complaint has come to me for a final decision. Mr L said Advantage couldn't prove that he hadn't changed the tyre or that its condition caused the blowout. He thought the rubble he had driven over was more relevant.

## **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.

Mr L has told us that the declined claim has had a significant impact on his health and finances. I acknowledge this and I can understand that he feels frustrated that Advantage declined his claim.

I can see that Mr L has had further concerns with the level of service provided by Advantage since it issued its response to his complaint. A separate complaint has been raised about these concerns, but I can't consider these here as Advantage hasn't agreed for them to be included.

Mr L was unhappy that Advantage declined his claim. Our approach in cases like this is to consider whether the insurer's acted in line with the terms and conditions of the policy and fairly and reasonably.

Mr L said he'd driven over some loose rubble, causing a blowout and then further damage to his car. Advantage said Mr L hadn't maintained his car in a roadworthy condition. I can see

that the relevant term and condition is included in the General Conditions under Caring for your Car on page 52 of the policy booklet:

*“You must maintain your car/s in an efficient and roadworthy condition and have a valid Department for Transport Test Certificate (MOT) if one is needed by law”*

I think this is a common requirement of motor insurance policies and it doesn't need to specifically be highlighted or drawn to Mr L's attention for Advantage to rely upon it. Advantage said the car's previous MOT had identified that one of the car's tyres should be monitored and repaired if necessary:

*“Nearside Rear Tyre worn close to legal limit/worn on edge (5.2.3 (e))*

*Nearside Rear Sidewall damage”*

And the policy booklet states under “You are not covered for” on page 30:

*“Damage to tyres caused by braking, punctures, cuts or bursts”*

So Advantage thought the damage was caused by a burst tyre which had not been maintained to a roadworthy condition, which is explicitly excluded under the policy.

Mr L couldn't provide evidence that he had replaced this tyre. He said the MOT test result was advisory and Advantage couldn't show that the tyre's faults had led to the incident. As our Investigator has already explained, we're not engineers. We don't assess how or whether damage has occurred. Our role is to consider whether an insurer has reasonably considered the evidence available and justified its decision about repairs.

Where there's disagreement about how damage was caused, we think it's good practice for an independent engineer to be instructed to inspect the vehicle involved. And I can see that this is what Advantage reasonably did.

The engineer's report confirmed the tyre suffered a structural failure and delamination, consistent with a burst. This type of damage is not covered under the policy.

Advantage thought the MOT had stated that the tyre was near the legal limit. But Mr L had driven 4,500 miles since then. And he couldn't provide evidence to show that he had changed the tyre. Mr L said Advantage couldn't show that he hadn't changed the tyre. But I think it's reasonable, and in keeping with the policy's terms and conditions, for Advantage to require information from Mr L to validate his claim. And he was unable to provide this.

Mr L was invited to provide expert engineering evidence to support his position that the tyre's condition hadn't led to the incident. But I can't see that he's done this.

So I think Advantage reasonably considered the engineering evidence available and justified its decision that Mr L hadn't kept his car in a roadworthy condition. A burst tyre was excluded from cover by the policy's terms and conditions. So I think it was fair and reasonable for Advantage to decline the claim.

### **My final decision**

For the reasons given above, 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 L to accept or reject my decision before 18 February 2026.

Phillip Berechree  
**Ombudsman**