

## **The complaint**

Mrs C complains that Advantage Insurance Company Limited (Advantage) have unfairly handled a claim under her motor insurance policy.

## **What happened**

The circumstances of this case are known to both parties, but in summary Mrs C has a motor insurance policy underwritten by Advantage. In January 2025, Mrs C was involved in a road traffic collision and so claimed under her motor policy. She explained that a third party (TP) vehicle hit her parked vehicle. Advantage accepted the claim and agreed to pursue the third party for its full outlay as it agreed Mrs C wasn't liable for the incident. However, the TP insurer responded to Advantage to confirm it was disputing liability but would be prepared to accept a split liability decision. Advantage didn't agree and has decided to refer the case to the courts.

Mrs C requested that Advantage add the police to the claim as she was unhappy with its response to the incident. Both Advantage and its appointed solicitor explained it was unable to do this as this was an insurance matter, and not a criminal matter. Unhappy with Advantage's response, Mrs C complained and asked Advantage to appoint another solicitor.

Advantage didn't uphold the complaint as it was satisfied it had handled the claim in a reasonable way. As Mrs C remained unhappy, she referred the complaint to this Service.

Our Investigator didn't uphold the complaint as they concluded that Advantage had acted fairly and in line with the terms of the policy. However, Mrs C disagreed and said the failure to add the police to the case and appoint a new solicitor was in contravention to the law, including but not limited to Article 6 of the European Convention on Human Rights.

As the case couldn't be resolved, it has been passed to me to make 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.

While I recognise Mrs C will be disappointed with my decision, I do not uphold this complaint. I'll explain why.

I know I've summarised the circumstances of this case in less detail than presented. But I want to assure both parties that I've carefully considered all the information provided. I may not respond to every point or piece of evidence. But I've focused on the issues I consider to be key to the outcome of the case. This isn't meant as a discourtesy but reflects the informal nature of this Service – and the rules this Service are expected to adhere to enable me to do this.

I should start by explaining that we are not the courts. Instead, we are an informal dispute resolution service, and my role is to determine if a firm has acted fairly and reasonably, taking into account the relevant laws, regulatory rules and industry standards.

Mrs C has referred to several legal provisions, including Article 6 of the European Convention on Human Rights and CPR 19.3 of the Civil Procedure Rule. I've considered these, but they aren't relevant to the issues I need to decide. Article 6 sets out rights in proceedings against the state and doesn't impose obligations on insurers when handling a motor claim. In addition to that, the CPR 19.3 of the Civil Procedures Rules relates to adding all relevant claimants to a case. But Advantage, on behalf of Mrs C, is the relevant claimant here. In any case, my role isn't to make legal rulings, but to decide whether Advantage acted fairly and reasonably under the policy.

Relevant regulatory rules say firms must handle claims promptly and fairly. So, the starting point is the policy terms and conditions as this sets out the basis of the agreement between an insurer and its policyholder. Under the terms of Mrs C's motor policy, Advantage has the right to take over and conduct the defence or settlement of any claim. This includes taking proceedings in Mrs C's name.

In simple terms, this means Advantage has the right to decide how to respond to the claim. And so, it may make a decision that its policyholder doesn't agree with. But, in line with relevant regulatory rules, any decision it makes should be fair and reasonable, taking into account all available evidence.

Advantage has agreed to pursue the defence of the claim in the courts as it is satisfied that Mrs C is not liable for the collision. This is something both parties agree with so there is no need for me to make any findings on whether Advantage's position on liability is reasonable.

So, what is left for me to decide is whether it is reasonable for Advantage to decline to add the police to the court proceedings, and whether it was reasonable for Advantage to decline to appoint another solicitor. Having considered these issues, I don't find that Advantage has acted unfairly.

Insurance is there to help put a customer back in the position they were in before experiencing an insured loss. If an insurer pays the claim, it can then try to get that money back from the person or organisation that caused the problem. Having reviewed the circumstances of the incident, the collision involved two parties, Mrs C and a TP. As Advantage is of the view that the TP is responsible for the accident, it has the right to pursue it, and by extension the TP insurer for its outlay.

Mrs C is unhappy with the way the police responded to the incident and the impact of its actions following this. I'm very sorry to hear of the experience she had. However, this isn't a matter for Advantage. An insurer's obligations under a motor insurance policy in times like this are to pursue losses arising from the insured event and any recovery from the TP. Concerns about the police's conduct aren't part of the insurance claim and fall outside the scope of the policy. So, it wasn't unfair or unreasonable for Advantage to decline to add the police to the court proceedings.

If Mrs C is unhappy with how the police responded to the incident, she would need to raise this independently of her motor insurance claim and through the relevant channels.

As explained above, Advantage has the right to take over and conduct the defence or settlement of any claim. Advantage therefore has the right to appoint a solicitor within its panel to arrange and conduct proceedings. So, it isn't unreasonable for Advantage to decline to appoint a different solicitor.

However, I have the power to ask an insurer to depart from its terms if I think this is fair in the circumstances. I don't find this to be necessary here as, from the information provided to me, the reason Mrs C wishes to change solicitors is because she disagrees with its opinion about the pursuit of the police. I'm not a legal expert, and neither are the insurers, so I wouldn't challenge a legal view unless there was something obviously wrong with it – and something a lay person might easily recognise. In any case, I haven't found Advantage's response in relation to the police to be unreasonable, and there are no remaining circumstances which I think would warrant a change – such as a conflict of interests or customer service failings. So, I don't find it unreasonable for Advantage to decline to appoint a different solicitor in the circumstances.

So, for the reasons I have explained above, I don't find that Advantage has acted unfairly here. I therefore won't be making any directions in response to this complaint. I appreciate this is not the outcome Mrs C was hoping for, but I hope my explanation helps her understand how I reached this decision.

### **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 Mrs C to accept or reject my decision before 13 March 2026.

Oliver Collins  
**Ombudsman**