

complaint

Mr A complained about the way Advantage Insurance Company Limited dealt with his motor insurance claim. Mr A was insured with Hastings Direct, but the insurance company behind them is Advantage. So that's why I've referred to Advantage in this decision.

background

On 31 October 2011 Mr A's car was written off. The other driver's insurance company paid to replace Mr A's car. Mr A thought that meant that they accepted that the other driver was at fault for the crash.

Later the other driver (and the owner of the car he was driving) made a claim to Advantage blaming Mr A for the crash. Advantage noted that, while the other driver's insurance company had paid for the damage to Mr A's car, they hadn't agreed that their driver was to blame. Advantage decided to settle the claim as if both drivers were equally at fault. Mr A said that Advantage had got it wrong and that the other driver was solely to blame.

Our Adjudicator agreed with Advantage that they had dealt with the claim reasonably. But during her investigation, Advantage agreed that they hadn't always explained things well to Mr A and offered him £100 in compensation for any trouble and upset he'd experienced because of this. Our Adjudicator felt this was fair. Mr A disagreed, he still argued that Advantage shouldn't have agreed he was partly to blame.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

It's clear that Mr A is sure he wasn't at fault for the accident. While I've some sympathy with him it's not my role to decide who's at fault. My role is to look at whether Advantage handled the claim fairly and reasonably.

Mr A's insurance policy allowed Advantage to defend or settle any claim as it saw fit. Our position is that insurers should make those decisions reasonably. In doing so insurers should think about whether they are likely to win if the claim went to court.

I've seen that Advantage considered all the available evidence. That included a police report, which was of no real help in deciding who was at fault. Advantage also looked at photographs and motor engineers' reports. But those were also unclear about who was at fault. Advantage noted that both drivers blamed each other and that there were no independent witnesses. Also, Advantage's solicitor said that there was a risk that if it went to court a judge might decide that Mr A was at fault for the accident. The solicitor suggested that Advantage should settle things on the basis that both drivers were equally to blame. Advantage did so.

Mr A is still convinced that the other driver was entirely at fault. He's also said that one of the engineer's reports was 'bogus', but I don't agree with him about that. The independent engineer who wrote that report signed a '*statement of truth*' saying the report was accurate to the best of his knowledge. The engineer knew the report might be looked at in court. And I've no reason to believe the engineer had anything to gain by lying.

I think Advantage's decision to settle the claim on a 50/50 basis was reasonable. Importantly, Advantage went with their solicitor's suggestion. I think that was right, as their solicitor has the relevant skill in judging the likely outcome if the claim went to court. I've also noted that Mr A can't give more evidence, other than his arguments, to suggest the solicitor got it wrong. I appreciate Mr A has said the other driver's lied about where he was when he collided with Mr A. But it would be hard to prove this in court, as it would be Mr A's word against the other driver. So I believe that Advantage acted reasonably when deciding the claim.

Advantage noted that it hadn't always dealt with Mr A well and offered him £100 to put things right. And I think that's fair.

my final decision

For the reasons given above I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 9 November 2015.

Joe Scott
ombudsman