

The complaint

Miss L complains about how Advantage Insurance Company Limited (“Advantage”) handled settling a claim under her motor insurance policy.

What happened

Miss L had a motor insurance policy with Advantage covering her car. In 2020 she was involved in a collision when a third party hit the rear of her car. Advantage initially decided Miss F was 50% liable for it.

She complained to Advantage about the way it investigated and decided liability for the collision. Advantage looked into her complaint and upheld it. It decided Miss F was not liable for the collision. It provided its final response to her in December 2020.

In December 2023, Advantage settled the claim on a 50/50 basis with the third party and wrote to her telling her about this. Miss L made a further complaint about this.

Advantage said it would uphold the decision it made in 2020 and show Miss L wasn't liable for the collision. It updated Miss L's policy documents and a database shared by insurers.

Miss L remained unhappy and brought her complaint to this service. Our investigator looked into her complaint and thought it would be upheld in part. She said this service couldn't look at the complaint made by Miss L about the way Advantage investigated her claim because more than six months had passed from Advantage's original final response in December 2023. But she thought Advantage's service in not noting the decision on Miss L's file had caused her inconvenience and a loss of expectation. She said Advantage should pay Miss L £100.

Advantage didn't agree with the view. It thought an apology was sufficient. Then Advantage didn't respond further.

Because Advantage didn't agree, this complaint 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.

Having done so, I'm upholding this complaint.

Both Miss L and Advantage are aware of the reasons why this service can't look at her earlier complaint in 2020 about Advantage's investigation of Miss L's claim. I'll not go into this further here, and I'll focus on the matter in hand which is Advantage's contact with Miss L around December 2023 when it settled her claim with the third party.

I can also see Miss L has commented to this service about the lack of contact from Advantage, and its legal representatives, about the eventual settlement of the claim. I can't

see that she raised this as a specific part of her complaint to Advantage, but it's important I say that the terms of her policy allow Advantage to make these decisions on her behalf, so it's likely its approach and decision was fair.

Advantage's response to Miss L's 2020 complaint was to say she wasn't at fault for the collision that happened. And I think it's fair I say that I'd expect this decision to be included on Miss L's file on Advantage's system. For whatever reason, this wasn't done. Or it wasn't noticed by Advantage's claims handlers when they were settling her claim.

In 2023 I can see that Miss L was sent a letter about the claim being settled, and then she contacted Advantage to complain. Its initial response was to reiterate the claim was 50/50. This caused Miss L to re-contact Advantage about the decision it made in 2020, and she had to provide further evidence about it.

I think it's fair I say that Advantage's service should have been better here. It made a decision in 2020 to adopt a certain stance on this claim, and then seems to have not made sure this was sufficiently noticeable on its system to mean that Miss L wasn't further inconvenienced.

This inconvenience seems to have taken place over a short period of time in December 2023 and I can see Miss L was frustrated about having to go through the process of explaining to Advantage about its earlier decision. I've looked at this service's guidelines and I think the appropriate level of compensation is £100.

My final decision

For the reasons set out above, my final decision is that I uphold this complaint. I direct Advantage Insurance Company Limited to pay Miss L £100 for her inconvenience.

Advantage Insurance Company Limited must pay the amount within 28 days of the date on which we tell it Miss L accepts my final decision. If it pays later than this, it must also pay interest on the amount from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss L to accept or reject my decision before 25 March 2024.

Richard Sowden
Ombudsman