

## **The complaint**

Mr S complains about how Advantage Insurance Company Limited (“Advantage”) handled a claim under his car insurance policy when his car was damaged while in its care. When I mention Advantage I also mean its suppliers.

## **What happened**

Mr S had a motor insurance policy with Advantage covering his car.

In July 2023 his parked car was hit by a third-party vehicle which didn’t stop. He reported the claim to Advantage. Advantage collected his car and took it to its storage compound. It told him it was likely his car would be beyond economic repair.

Mr S asked for his car to be returned to him. He paid a deposit to his repairer for the work to repair it.

Before his car could be returned to him, there was a fire at the storage site. Mr S’s car was damaged further and was reassessed by Advantage. The further damage meant the car couldn’t be returned to Mr S.

Advantage said the car was written off and paid Mr S under the terms of his policy.

It wrote to him and paid him £500 compensation because it wasn’t able to provide his car back.

Mr S remained unhappy and brought his complaint to this service. Our investigator looked into Mr S’s complaint and thought it wouldn’t be upheld. He said he thought Advantage’s offer of £500 compensation was fair.

Mr S didn’t agree with the view. Because he didn’t agree, his 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 read the file of evidence, I’m not upholding Mr S’s complaint. I appreciate this will be a disappointment for him, and I’ll explain why I’ve reached this decision.

I can see from the file that Advantage has made payment to Mr S for the value of his written-off car, under the terms and conditions of his policy.

It’s my understanding that Mr S’s car held sentimental value for him, which is why he wanted to retain the car after it was first damaged in order that he could have it repaired. Mr S has said he paid a deposit of £950 to a third-party repairer to retain their services for the repair. He has said

Unfortunately, his car was then further damaged in a large fire at Advantage's storage site. I've read about this incident and it's not something I think I can fairly say Advantage is responsible for.

Because this further damage changed the write-off category of his car, Mr S wasn't able to take his car back.

I've thought carefully about this and I think Mr S has suffered some disappointment in not being able to have his treasured car back. But as I say above, I can't fairly say this was Advantage's fault.

Mr S has also talked about not being able to recover the substantial deposit he paid to his repairer. I can see from the file Mr S has provided a copy of an invoice saying payment had been received in cash. But I'm not able to see verification of this amount from his bank account or any other means. In the absence of that verification, I can't reasonably say that Mr S paid the repairer, or that it wasn't returned to him. So I can't fairly ask Advantage to pay it.

I've also considered the level of compensation awarded by Advantage as a result of it not being able to return his car and compared it with this service's recommendations. I think the amount it's paid is fair and in line with our guidelines, so I'm not going to ask it to pay more.

### **My final decision**

For the reasons set out 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 S to accept or reject my decision before 16 May 2024.

Richard Sowden  
**Ombudsman**