

The complaint

Mr A has complained about the way Advantage Insurance Company Limited has handled his claim under his car insurance policy.

What happened

The background to this complaint is well known to Mr A and Advantage. In my decision, I'll focus on giving the reasons for reaching the outcome that I have.

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.

I've only considered what happened up to 5 July 2023 when Advantage issued its second final response to Mr A on his complaint.

Having done so, I agree with the conclusions reached by the investigator for these reasons:

- I'm satisfied Advantage's requests for evidence and information from Mr A were appropriate and that it carried out the sort of investigation into his claim I'd expect.
- The terms of Mr A's policy require him to co-operate with Advantage on claims, so I think Advantage's decision to withdraw his hire car if he didn't provide bank statements was reasonable. It needed the bank statements to make sure Mr A had an insurable interest in the car he was claiming for. And it was entitled to check this.
- I appreciate Mr A provided some information to Advantage about payments relating to his car and this information was acknowledged as received. But this didn't mean Advantage had the information it needed.
- I think Advantage's decision to have an engineer inspect Mr A's vehicle at its approved repairer's was reasonable, as a garage was the best place to carry out this sort of inspection.
- As far as I can see, Advantage offered to release Mr A's car to him after this inspection had taken place, which is what I'd have expected it to do. It could not be expected to cover the cost of returning the vehicle to him until it had decided whether to accept his claim.
- I haven't seen any evidence of discrimination by Advantage. And I'm satisfied its approach on Mr A's claim was the same as it would have taken with any of its other customers in similar circumstances.
- I do think there was poor communication by some of Advantage's claim agents.
- Mr A was led to believe his claim had been validated when further enquiries were needed. And he was given the impression his car was going to be repaired when it wasn't. This doesn't mean I think Advantage was obliged to settle his claim, but it does mean I think its poor service caused Mr A distress and inconvenience.
- It seems that the garage originally appointed by Advantage did communicate to the hire car company that Mr A's car was a total loss before it actually knew this is what Advantage had decided. And this led to the hire car company asking for its car back. This clearly caused Mr A distress and inconvenience.

- I also think the claims agent Mr A and his father asked not to speak with again shouldn't have then contacted Mr A after this. And, although I appreciate her reason for doing so, her inappropriate action did cause Mr A further distress and inconvenience.
- I think the distress and inconvenience Mr A experienced as a result of the poor service provided by Advantage in some respects warrants a compensation payment. And, based on the level of distress and inconvenience, I'm satisfied the £250 suggested by our investigator is appropriate.

Putting things right

For the reasons set out above, I've decided to uphold Mr A's complaint and make Advantage pay him £250 in compensation for distress and inconvenience.

My final decision

I uphold Mr A's complaint and order Advantage Insurance Company Limited to pay him £250 in compensation for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 21 March 2024.

Robert Short
Ombudsman