

## **The complaint**

Mr A complains that Advantage Insurance Company Limited (“Advantage”) has lost his property during its handling of a motor insurance claim.

Any reference to Advantage includes any agents that it is responsible for unless specified.

## **What happened**

The background of this complaint is well known between parties, so I’ll summarise events.

- Mr A’s vehicle was involved in a non-fault incident in April 2023.
- Advantage accepted a claim, and the car was categorised as a Category N (meaning it was non-structurally damaged, and was repairable but Advantage decided not to).
- Mr A says Advantage’s agent (Company C) collected the vehicle alongside two keys, the V5 logbook document, and service history book. He said the V5 was inside the service history book at the point he handed it over.
- Advantage offered Mr A the option to buy back the salvage – which he agreed to at a cost of £1,500. Mr A says when the car was returned to him, it was without the V5 and service history book. He said he’d intended to repair and sell the car. But the absence of the service history book would mean the resale value of the car would reduce significantly. He said he wouldn’t have bought the car back if he’d known this would be lost. So, he complained.
- Company C said it had received the V5 but the service history was not alongside it. And it said it never entered the vehicle again until it was returned. Advantage also answered the complaint and said they stood by Company C’s position that it could not be evidenced that the service history was present in the vehicle when in its care.
- The complaint came to this Service. Mr A said he had wear and tear work completed to a value of around £1,600 (taking into account parts and labour) which now wouldn’t be recognised if he went to sell the car due to the lack of service history. He also provided a receipt of the £25 he paid to obtain a new V5 from November 2023.
- Our Investigator looked into what happened and upheld the complaint, saying:
  - While he’d considered Company C’s submission, he felt Mr A’s testimony was plausible and persuasive, and most likely the V5 and service history were lost while in Advantage or its agent’s care.
  - Mr A had evidenced he’d incurred £25 in replacing the V5. And to obtain the service history records he would need to contact garages where the car was previously serviced or locate invoices to support this. The Investigator said such efforts would require reasonable effort and frustration. So he awarded £150 compensation alongside the V5 cost of £25.
- Advantage disagreed, saying Mr A’s testimony did not add weight to whether documents were within the vehicle when it was collected. And it said the assessment was based on Company C’s testimony was not as persuasive as Mr A’s. It also

challenged if Mr A had any other evidence to prove his position.

- Mr A also disagreed, saying £150 compensation wasn't enough in the circumstances.

So, the matter has been passed to me for an Ombudsman's 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. I'll explain why.

In this case, the dispute only surrounds the alleged lost documentation – not any other parts of the claim. So, this is what I've looked into.

- Mr A says he provided his V5 and service history to Company C and it was lost.
- Company C has acknowledged it received the V5 but says the service history was not present when it received the car.
- Advantage has said this matter comes down to conflicting testimony between Mr A and Company C. And it said Mr A has provided little to support his position that the documents were in the vehicle at the time.
- I agree there is conflicting testimony, but I have to decide what is most likely in the circumstances. And in a matter like this, it's unclear to me what particular evidence Advantage is suggesting Mr A should've been able to provide given the nature of the complaint – that he says the items are no longer in his possession. So, in reaching my decision I have to look at the testimony he's given, and any other evidence around this.
- Mr A has provided receipts to show he paid £25 to have a new V5 issued to him soon after he made his complaint to Advantage. It's possible Mr A paid for this for unrelated reasons, but on balance, I think this supports that he was missing his V5 document and needed a new one.
- Mr A also raised the concerns with both Company C and Advantage soon after the car was returned to him. I think this also supports his version of events.
- Advantage has provided me with a letter from Company C, but I've had no other documentation or evidence from the time the car was collected or an inventory document which indicates what was and wasn't taken from Mr A at the point of transfer. Nor has it given me any detailed testimony from any agents that interacted with Mr A or described its version of events when the car was collected.
- Mr A has said he kept the service history with the V5. I think this is plausible that he would've handed over such documents when providing the car to Company C. And considering the consistent testimony he's provided, I think what he's said is persuasive. I've taken into account Company C's comments that no such documentation was given to it, but in light of the evidence I do have, I'm satisfied it is most likely in these circumstances that the V5 and service history was lost while in Advantage or its agent's care.
- Mr A has indicated the work previously carried out on the car amounted to around £1,600 that he will lose from the selling price in future.
- I know Mr A feels that his car would be worth a lot more with the full-service history details, which he may still be able to recover (see below) and has outlined some of the costs involved in repairing his car. But it seems to me he would always have

incurred the repair costs outlined and I think the value of his car would be heavily impacted by having a salvage marker against it as opposed to anything else. So this hasn't changed my mind.

- As our Investigator has said previously, Mr A may be able to obtain records of the car's repairs and services albeit I recognise this would be inconvenient. Mr A's given no response to the Investigator to suggest this wouldn't be possible, and so in the circumstances I'm going to limit my award to just compensation for the distress and inconvenience Advantage has caused Mr A, and not anything further.
- In the circumstances, I'm satisfied the £150 compensation is a fair and reasonable sum, so I am directing Advantage to pay this.

### **My final decision**

For the above reasons, I'm directing Advantage Insurance Company Limited to pay Mr A £25 for the cost of his replacement V5 logbook, and £150 compensation for the distress and inconvenience it has caused him.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 14 June 2024.

Jack Baldry  
**Ombudsman**