

The complaint

Mr M complains about Advantage Insurance Company Limited's ("Advantage") handling of his claim and refusal to cover the cost of child seats and a stroller, under his motor insurance policy.

What happened

A third-party drove into Mr M's parked car in December 2023. He contacted Advantage to make a claim. It concluded his car was a total loss and provided a settlement payment. Mr M says he was told that if he provided receipts he would be covered up to £300 per child seat and up to £300 for his child's stroller. He provided receipts but was later told his policy didn't cover these items.

In its final complaint response Advantage says Mr M has a basic policy. It doesn't cover him for car seats or personal belongings. Advantage says its agents did mistakenly tell Mr M that it could consider his claim for car seats and the stroller. It says it's fed back this information to the agents involved and paid Mr M £60 compensation.

Mr M didn't think Advantage had treated him fairly. He says it promised him he was covered and later reneged on this agreement. Because he was unhappy with this outcome he referred the matter to our service. Our investigator didn't uphold his complaint. He says that Mr M's policy doesn't provide cover for the items in question. He thought £60 was fair compensation for the impact caused by the misinformation.

Mr M disagreed. He maintained he'd been treated unfairly and asked for an ombudsman to consider his complaint.

It has been passed to me to decide.

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 not upholding Mr M's complaint. Let me explain.

Mr M opted for Advantage's basic motor insurance cover. Page two of his policy booklet says:

"This policy does not cover:

- *Any damage to your Car's windscreen or glass windows*
- *You to drive other vehicles*
- *Any personal belongings*
- *Medical expenses*
- *Damage to or loss of any audio-visual equipment in your Car*
- *Damage to or loss of any accessories fitted to your Car."*

I think these terms are clearly written. There is no cover under the policy for car seats or a stroller. I think these items reasonably fall under personal belongings, or accessories fitted to the car.

The claim records supplied by Advantage include a call that Mr M made on 27 December 2023. The note confirms what Mr M says about being told to provide receipts. It refers to cover being in place for up to £300 for child seats and £300 for a child's stroller. A later call note on 11 January 2024 confirms receipts had been received from Mr M. The note indicates that he was told this information would be considered. It was subsequently communicated to Mr M that there was no cover for child seats or the stroller.

Mr M's policy terms and conditions determine the cover he has in place. It's clear his policy doesn't cover either personal belongings or accessories fitted to his car. I can't see any part of the policy that says, or indicates, there's cover in place for child car seats or strollers. This means Advantage acted according to the policy terms when it declined to pay for this part of Mr M's claim.

I've thought about whether Mr M suffered a loss as a result of the incorrect information provided over the phone. He didn't suffer a financial loss as there was no cover in place for the items that were the subject of his claim. He did suffer a loss of expectation. This is because he was wrongly told there was cover in place. I can understand why Mr M was disappointed when he was later told there was no cover. He was also inconvenienced as he had to provide receipts. I think it's fair that Advantage paid £60 compensation to acknowledge these points. But I'm not persuaded that a higher payment is warranted as Mr M has requested.

I understand Mr M will be disappointed with this outcome. But Advantage is only required to settle claims based on the cover set out within the terms and conditions of its policy. There is no cover for the items Mr M is claiming, so it hasn't treated him unfairly. I'm satisfied that £60 compensation is reasonable to acknowledge the disappointment and inconvenience caused by the misinformation. So, I can't fairly ask Advantage to do anymore.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 28 November 2024.

Mike Waldron
Ombudsman