

The complaint

Mr S complains about Advantage Insurance Company Limited (Advantage).declining to cover a dashcam under his motor insurance policy, which he said was taken from his vehicle while at a salvage yard following an accident.

References to Advantage in this decision include their agents.

What happened

In September 2024, Mr S was involved in an accident which caused damage to his vehicle. He said the vehicle was parked but then rolled down a slope and hit building. Advantage arranged for the vehicle to be taken in for repair at one of its repairers (V) as the damage was initially thought to be repairable. However, Advantage concluded the vehicle was uneconomical to repair, so it was then taken to a salvage firm (C) to be disposed. Advantage told Mr S he could arrange to collect his personal belongings, which he did later that month.

Mr S said there was a dashcam in the vehicle before it was taken to C, which V confirmed. But Mr S said it wasn't there when he went to collect his belongings. However, C produced documents showing the dashcam was among a list of possessions he collected from the vehicle. Mr S disputed this, saying C had falsified documents to include the dashcam.

Advantage asked Mr S for evidence of his purchase of the dashcam, but Mr S submitted evidence of a similar dashcam, saying his dashcam was bought for him by a relative some three years previously and he didn't have the receipt. Advantage considered what had happened and the version of events from the respective parties, but concluded there wasn't any evidence the dashcam had been stolen from the vehicle while with C.

Unhappy at Advantage's decline to cover the dashcam, Mr S complained.

Advantage didn't uphold the complaint. In their final response they referred to the sequence of events and what Mr S, V and C had said. They also noted when Mr S attended the salvage yard, C recorded a list of items Mr S removed from the vehicle, which included the dashcam. Mr S contacted C later the same day to say he may have left the dashcam in the vehicle, but C checked the vehicle and said the dashcam wasn't there. Advantage also noted what Mr S said about the purchase of the dashcam, but he hadn't been able to provide proof of purchase. Based on their findings, Advantage concluded no errors had been made by them, V or C. So, they wouldn't be reimbursing Mr S for the dashcam.

Mr S then complained to this Service. He maintained the dashcam had been removed from his vehicle while with C and they had falsified documents to indicate he removed it (when he hadn't). He was out of pocket for the value of the dashcam, causing him stress at a difficult time. He wanted Advantage to reimburse him for the dashcam.

Our investigator didn't uphold the complaint, concluding Advantage didn't need to take any action. They noted the differing version of events and that Advantage had checked images of the vehicle taken by C, which didn't show a dashcam. Advantage also confirmed with V they didn't have the dashcam. The investigator noted Mr S's allegation the dashcam had

been stolen while his vehicle was with C but said there would need to be compelling evidence to show this was the case. C provided a list of belongings they recovered from the vehicle, which included the dashcam. While Mr S insisted the document had been falsified (to include the dashcam) the investigator didn't think that was sufficient to conclude, on the balance of probabilities, the dashcam had been stolen.

Mr S disagreed with the investigator's view and asked that an ombudsman consider the complaint. He maintained the dashcam had been removed while his vehicle was with C and he hadn't been shown the list of items at the time of his visit. He was out-of-pocket for the loss of the dashcam and wasn't able to afford to replace it.

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.

My role here is to decide whether Advantage have acted fairly towards Mr S.

The key issue in Mr S's complaint is what he says is the theft of dashcam from his vehicle while it was with C. He also maintains C falsified documents to show the dashcam amongst the possessions he collected from the vehicle. Advantage say there isn't evidence to show the dashcam was taken while with C and that Mr S hadn't been able to provide evidence of his purchase of the dashcam.

Looking at the evidence and information available, the key is a disagreement between Mr S and Advantage about the dashcam. Mr S maintains it was taken (stolen) from the vehicle while with C. Advantage say it was in the vehicle and one of a number of items he removed from the vehicle when he went to collect his possessions. For their part, C have provided a document that includes a handwritten list of items removed by Mr S (although it doesn't appear to have been signed or otherwise vouched by Mr C or a staff member). The dashcam is first on the list, followed by other items of a nature I would expect to be in a vehicle.

C say Mr S attended the salvage yard and the list of items removed was noted by a member of staff (which Advantage say is standard practice where policyholders retrieve personal items from a vehicle). C also say Mr S called the yard later the same day to say he may have left the dashcam in the vehicle. C checked the vehicle but the dashcam wasn't located, which they then informed Mr S.

As the indications are the dashcam was in the vehicle when it left V (on their checklist of items) then the issue is what happened to it at C. On the first issue, I recognise the strength of what Mr S has told us (and Advantage) about the circumstances and that the dashcam wasn't in the vehicle and he didn't remove it along with his other possessions when he visited C (the latter doesn't appear to be in dispute).

In the absence of any clear, objective evidence then I have to reach a conclusion on whether the dashcam was taken by C or (as Advantage maintain) it was taken by Mr S along with his other possessions. On balance, while I recognise the strength of feeling on Mr C's part, I'm not persuaded there's sufficient evidence to show the dashcam was taken by C. So, I don't think Advantage acted unfairly or unreasonably in declining to cover the dashcam under the policy and I won't be asking them to take any further action.

My final decision

For the reasons set out above, it's my final decision not to uphold Mr S's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 2 May 2025.

Paul King
Ombudsman