

## **The complaint**

Mr E complains about the handling of his motor insurance claim by Advantage Insurance Company Limited. Specifically, Mr E says additional damage was caused to his vehicle during the claim process.

## **What happened**

The following is intended only as a summary of the events. Additionally, as Advantage is responsible for the actions of its agents, for the sake of simplicity, I have just referred to Advantage and Mr E.

Mr E held a motor insurance policy underwritten by Advantage. In February 2025, his vehicle was involved in an accident. Initially, the third party seems to have accepted liability and their insurer arranged for Mr E's vehicle to be collected. However, it seems the third party then altered this decision, and liability was disputed.

Mr E then contacted Advantage to claim on his policy. Advantage arranged for the vehicle to be collected from the third party insurer's agent. Advantage's own agent inspected the vehicle. However, it was determined that the vehicle was uneconomical to repair, and Advantage moved to settle the claim based on the vehicle being a total loss. Mr E wanted to retain the 'salvage' of the vehicle though, so Advantage reduced the claim settlement to take this into account, and Mr E picked up his vehicle from Advantage's agent.

At the time, Mr E signed a damage waiver, which said that he had inspected the vehicle and it was to his satisfaction. Soon after though, Mr E complained that additional damage had been caused to the vehicle. He said that this included damage to the passenger side door, undercarriage damage, and a broken handbrake. Mr E also said that scratchcards that had been left in the vehicle were missing. In complaining, Mr E said that he had witnessed the vehicle been moved by a forklift. And that it had then taken some time to get the vehicle started.

Advantage did not uphold the complaint, so Mr E referred it to the Financial Ombudsman Service. However, our Investigator wasn't persuaded that it should be upheld either. She thought that the photos taken when Advantages agent had collected the vehicle showed the passenger door and wing had already been damaged. She said that the CCTV images of the site did not show that forklift had been used at the time Mr E had collected the vehicle, and that previous MOT reports had referred to damage already existing that might lead to leaks. And that there was not enough evidence to suggest Advantage's agent damaged the handbrake or removed any items.

Mr E remained unsatisfied, so his complaint was passed to me for a decision. I issued a provisional decision on 11 November 2025. The following is an extract from that decision:

"The first thing to be clear on is that any damage that occurred prior to Advantage collecting the vehicle would form part of the claim that Advantage settled. Regardless of whether damage was caused in the accident or as a result of the third party insurer's actions, this would be part of the claim Mr E made. The claim was settled on

the basis that the vehicle was a total loss. So, this damage has been covered in full by the claim settlement.

That said, any damage caused by Advantage or its agents would not be a consequence of the claim event. In trying to determine whether any such damage was caused, I've looked carefully at the photos provided.

As well as CCTV images from the time Mr E collected the vehicle, Advantage has provided three sets of photos. These were taken at the point its agent collected the vehicle from the third party insurer, when the vehicle arrived at the agent's yard, and before Mr E picked it up.

I have discussed below the different issues Mr E has raised one at a time.

#### Passenger side

As our Investigator has said, the earliest photos – from when Advantage's agent collected the vehicle – show that there was already damage to this area. Some of this was concealed by tape. But there were also scratches just above the front wheelarch. And that the wing panel in front of this is slightly out of line.

However, later photos show additional scratches and damage to the paintwork to the front of the door panel. And they also show this wing panel further out of line. Given the shape and location of this, it would appear to me that additional damage has been caused when the passenger door has been opened. Advantage's agent would have needed to do this to take some of the photos that have been provided.

So, unlike our Investigator, I am persuaded that additional damage was caused to this location by the actions of Advantage's agent.

#### Undercarriage/leaking

Mr E has said that when he drove the vehicle away, he soon noticed banging toward the rear. He has provided photos showing what appears to be leaking from an area toward the rear of the undercarriage. I am not an expert. But, from what I can see of the photos, it would seem this is likely to be related to the rear shock absorbers.

Our Investigator was persuaded by the MOT reports referring to damage to parts on the undercarriage. However, these do not relate – at least directly – to the shock absorbers. The MOT reports refer to degradation of the constant velocity joint and front nearside brake. Neither of these would seem likely to lead to a leak toward the back of the vehicle.

That said, the MOT report was from June 2024 and already showed that there was wear and tear to parts on the vehicle. No evidence has been provided that repairs or maintenance was carried out to address issues developing on the vehicle prior to the accident. So, it is quite possible that the issue at the rear was one of wear and tear.

I have also thought about whether it is possible that this was damage caused by Advantage's agent though. Mr E has said that he saw the vehicle being moved by forklift. However, the CCTV images show that the vehicle was at the location Mr E collected it from before his arrival. So, Mr E would not have witnessed any such movement – by forklift or otherwise. Mr E has also said that it took 15 to 20 minutes to start the vehicle when he was picking it up. However, the CCTV images show him walking toward the vehicle at 10:15 am and then driving away less than 10 minutes

later. During this time, Mr E would have had to inspect the vehicle and complete relevant documents – including the waiver.

Ultimately, there isn't any evidence that Advantage's agent moved the vehicle inappropriately or caused it any damage. It is possible that this happened at some point prior to Mr E's arrival. It is also possible that the damage was caused by the agents of the third party. But, given the condition of the vehicle more generally, I am not persuaded that it is more likely than not that this damage was caused by Advantage or its agent.

### Brake cable

The MOT refers to damage to certain brakes. But the damage Mr E has referred to is to the hand/parking brake. The MOT makes not mention of pre-existing damage to this.

However, as above, there is no evidence that Advantage's agent moved the vehicle inappropriately. And given the vehicle was noted to require repairs/maintenance some nine months prior to Mr E's complaint, and there was another party involved prior to Advantage taking any action, I am unable to fairly and reasonably conclude that Advantage was responsible for this damage.

### Missing items

Mr E has said that around £30 of scratchcards were in the van. And that these were not present when it was returned to him. Other than his testimony, no evidence has been provided that these scratchcards were there – albeit I appreciate this might be difficult to substantiate. Mr E has also made comments that have been shown to be inaccurate though – over the moving of the vehicle. So, it is possible that he is also mistaken about having left the scratchcards in the vehicle. Memories can and do alter over time.

However, even if the scratchcards were there when the vehicle was initially removed from Mr E's possession, multiple parties had access to it before it was returned. So, it would not be possible for me to safely conclude that any theft of this was by Advantage's agent.

Scratchcards would not be covered by the motor insurance policy Mr E has. So, if Mr E considers it was the third party's agents that most likely took these, or if Mr E has other insured losses – such as the costs he incurred hiring a temporary replacement vehicle – he will need to take that up with the third party. His policy does not require Advantage to do this for him.

### Summary

The photos provided clearly show damage worsening to the passenger side of the vehicle. However, other than this, I am not persuaded that Advantage should be liable for any of the other issues Mr E has raised.

Mr E has provided evidence that he paid £200 for body work repairs. It isn't clear whether this covered the full cost of repairing the additional damage or if it covered this plus other bodywork repairs that were evidently required. However, Mr E has also suffered distress and inconvenience by having his vehicle returned to him in a worse condition than it ought to have been, and then having had his complaint declined by Advantage. Taking things in the round, I consider Advantage should pay

Mr E £350 to cover the cost of repairs required by its agent's actions and to compensate him for the impact of this."

I asked both parties for their responses to this provisional decision. Mr E accepted the proposed outcome. Advantage did not. I have summarised Advantage's response as follows:

- The difference in what is visible in the photos is the result of variation in camera angle, lighting, and perspective, rather than any new damage,
- The images show the same pre-existing damage pattern and the area(s) in question were already compromised,
- There is no clear evidence of additional tearing, bending, or fresh paint disruption that would indicate new damage,
- Mr E signed a waiver indicating he was satisfied at the point of collection, and
- The £200 invoice provided does not specify that it relates solely to the alleged additional ridge-line damage.

### **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 have reached the same conclusions as set out in my provisional decision and above, largely for the same reasons.

The only real point of dispute that remains is over the damage to the passenger side. I agree with Advantage that there was already damage in this area. But this does not mean that additional damage was not caused.

Advantage has suggested that it is variations in the characteristics of the photos that mean additional damage is visible in later photos, rather than this being because the damage was not present at the time of earlier photos. But I am not persuaded by this. Some of the photos – including those at the time the vehicle was collected from the third party – are limited in what they show. But the photos taken once the vehicle had arrived with Advantage's agent are clear. And the damage in question – at the ridge-line of the passenger side door – is immediately apparent in later photos but absent in these earlier ones. So, I consider this to have been additional damage that occurred during the period the vehicle was with Advantage's agent.

The fact that there was already some damage to this area of the vehicle does not mean that Advantage should not prevent additional damage occurring. And I am not persuaded that a customer having signed a waiver means that Advantage should not be responsible for damage that can be shown to have occurred whilst it had charge of the vehicle.

I do appreciate that the invoice does not clearly set out what repairs are being carried out, and I commented on this within the provisional decision. It is for this reason that I have thought about the situation in the round and why my award is to cover both the direct financial loss caused by the cost of repairing the additional damage (solely) and the non-financial impact this situation had on Mr E. I am not persuaded by Advantage's comments that this award is not the appropriate way to resolve this complaint.

### **Putting things right**

Advantage Insurance Company Limited should put things right by paying Mr E £350 to compensate him for the additional damage caused to his vehicle and the impact this had on him.

### **My final decision**

My final decision is that I uphold this complaint. Advantage Insurance Company Limited should put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 6 January 2026.

Sam Thomas  
**Ombudsman**