

## The complaint

Miss W complains Advantage Insurance Company Limited is pursuing her for its costs after she cancelled a claim made on her motor insurance policy. She wants it to close the claim and stop pursuing her for its costs.

## What happened

Miss W contacted Advantage after an incident where her car was damaged, and it told her this would be a fault claim. Miss W provided requested information, and Advantage said her car would be recovered to its salvage agent for valuation. Miss W decided to repair the car herself, and she said she cancelled the recovery.

But Advantage said it had incurred costs due to the recovery agent attending Miss W and it said she would need to repay these in order for the claim to be closed as “for notification only”. Miss W disagreed that the recovery agent had attended. She said she had cancelled the recovery before it arrived.

Our Investigator didn’t recommend that the complaint should be upheld. The recovery agent confirmed that Miss W had cancelled the recovery after it had arrived at her address. She saw that Miss W had cancelled the claim after the estimated arrival time of the recovery agent. And she thought Advantage was entitled by the policy’s terms and conditions to ask Miss W to refund the costs for recovery it incurred.

Miss W replied that the recovery agent hadn’t attended her home at all. She said she had cancelled the claim earlier, using a friend’s phone. And she said she wasn’t at home to decline the recovery. Miss W asked for her complaint to be reviewed by an Ombudsman, so it’s come to me for a 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.

I can understand that Miss W feels frustrated that she has been held liable for costs when she is adamant that she had cancelled her claim in time to prevent this. Our approach in cases like this is to consider whether the insurer’s acted in line with the terms and conditions of the policy and fairly and reasonably.

Miss W’s policy booklet states on page 34:

*“If your insurer doesn’t accept your claim, you may have to pay any costs already incurred. These may include (but are not limited to) engineers’ fees, vehicle recovery and storage charges”.*

I’m satisfied that this is a common term in motor insurance policies and it doesn’t need to be highlighted in order to draw it to a consumer’s attention. So I think it’s fair and reasonable for Advantage to rely upon it to apply charges for costs it has incurred before a claim has been withdrawn.

So I've looked at Miss W's claim journey and the evidence available to understand what happened and to decide if Advantage has acted fairly and reasonably in seeking reimbursement from Miss W.

Miss W notified Advantage of the incident, and she said she wanted to make a claim. Advantage said it would be a fault claim as the other driver couldn't be identified. Miss W provided photographs of her car and the VIN. And Advantage told Miss W that its agent would collect her car for valuation. So I'm satisfied that Miss W had agreed to go ahead with the claim and Advantage then reasonably instructed the recovery of her car.

The next day Miss W found that she wouldn't be entitled to a courtesy car, and she decided to repair the car herself. Miss W said she tried to contact Advantage to cancel the claim, but her phone service was down. I acknowledge that this caused difficulties for Miss W, but I can't reasonably hold Advantage responsible for Miss W's phone provider's service.

On the same day, Advantage's recovery agent contacted Miss W to tell her its estimated arrival time. Miss W said she wasn't at home as she had gone to a relative's address to use their phone. Miss W then contacted the agent to cancel the recovery, but the recovery vehicle had already been dispatched.

There's disagreement about whether or not the recovery agent actually arrived at Miss W's home. She has provided a log from her doorbell camera which shows that there were no missed rings or motion footage recorded at her address on the day in question.

But I've seen evidence from the recovery agent to show that a recovery vehicle was deployed and arrived at Miss W's address. The agent said that Miss W then cancelled the recovery after this point. So it seems that the driver didn't need to approach the house. And so I'm persuaded that the cancellation came too late for the recovery to be aborted. And unfortunately, Miss W wasn't able to cancel the recovery until after Advantage had incurred the costs.

Advantage has provided us with evidence of the cost it paid the recovery agent, £276.49. It's not able to recover this cost from the other driver. And I think it's in keeping with the policy's terms and conditions stated above and fair and reasonable for it to ask Miss W to reimburse this amount so that it can close the claim as for notification only.

### **My final decision**

For the reasons given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W to accept or reject my decision before 12 February 2026.

Phillip Berechree  
**Ombudsman**