

## **complaint**

Mr L says Advantage Insurance Company Limited wrongly settled a claim against his motor insurance policy. He also says its advisors were rude to him.

## **background**

An accident involving Mr L was reported to Advantage by the other party's insurer in November 2013. It took place in a car park on 30 October 2013. A repair invoice arrived shortly afterwards. Mr L completed an accident report form in January 2014. He said he'd reversed into the other party's car in a car park. The details he gave matched the other party's details, so Advantage accepted blame for the accident. Mr L challenged the amount of damage. Advantage didn't pay the claim until it was happy with the details provided by the other insurer. By that point (August 2014) the other insurer was about to threaten legal action. Advantage couldn't have defended the claim.

In the meantime Mr L questioned the date of the incident and his part in the accident. He also continued to dispute the extent of the damage. He wanted to see an invoice from the other insurer. Initially he was told Advantage would obtain it. Later he was told it wouldn't. During this period Mr L felt Advantage's advisors were rude to him.

Our adjudicator thought it was fair for Advantage to settle the claim based on the information it had looked at. In her view it was also reasonable for it to have paid the costs claimed. However, she thought it wasn't fair that Advantage had raised Mr L's expectations about the invoice. She also thought his claims about rudeness could have been taken more seriously. She suggested £150 compensation. However, after Advantage provided further comments, she agreed £100 was fair. Mr L continued to say he wasn't involved in the accident. Since there was no agreement, the complaint was passed to me for review.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mr L completed and returned the accident report form to Advantage in January 2014. He set out the circumstances of the accident on 30 October 2013. He said he'd reversed into the other party's car in a car park. That matched what the other party had said. I think it was reasonable for Advantage to decide that it was going to accept blame for the accident. I don't see what else it could have done.

It makes no sense for Mr L to say he wasn't at the scene of the accident given what he stated on the accident report form. Advantage doesn't have to find *other* proof that he was there, or that he was involved, given his account and that of the other party.

From Mr L's comments, it seems he may have been involved in another incident in March 2014. Advantage says it knows nothing about that. I can only assume Mr L's confused. He asked the adjudicator to contact the other insurer and was disappointed when she didn't. He said the other insurer wouldn't have his details, because this is all a mistake. However, the other insurer reported the accident to Advantage in the first place. Its letters had Mr L's name and his car's registration details on them from the start.

Mr L also queries the amount of damage to the other party's car. In doing so he's explained what the impact between his car and the other car was. That's further proof he was at the scene of the accident. At times he's said he caused no damage. At other times he's said the damage was minor and has been 'inflated' by the other party. I think this amounts to further evidence that Mr L's confused about the accident in general.

I think Advantage acted fairly in asking for full details of the damage to the other party's car and not paying the claim until then. I don't think there was any basis for it to dispute the sum claimed. As the adjudicator's pointed out, damage repaired under an insurance contract is likely to cost a lot more than repairs done privately. The make of the other party's car may have been another factor in the overall costs here. There was also a bill for car hire, but the other party would have been entitled to that whilst her car was off the road.

I agree that Mr L's expectations were raised when Advantage agreed to get the invoice for the car door from the other insurer. It had no need to do that, as it was happy with the information it already had from the other insurer. It's for Advantage to decide how it handles claims generally. We don't interfere with an insurer's decisions unless we think it acted unreasonably. I don't think it did. Mr L wasn't in a position to force Advantage to do anything. However, I know he was convinced there was no invoice. He was promised the other party would have to produce it. I can understand how he must have felt when told later that Advantage wouldn't be checking whether it existed, even if there was no doubt that it did.

There's no sign of rudeness on the part of Advantage's staff in the calls we've listened to. The adjudicator wasn't sure we'd been given all the calls, but Advantage has confirmed we have. We aren't able to dispute that and have no reason to do so. I think Advantage has shown that Mr L's complaint about rudeness was taken seriously. It was looked into twice. Mr L was told that a particular call he'd complained about had been checked. I don't think Mr L's been able to show that he was treated badly by Advantage, except for the issue of the invoice.

I think the proposed settlement of £100 is sufficient to finalise this complaint fairly.

### **my final decision**

My final decision is that Advantage Insurance Company Limited should pay Mr L £100, as it's already agreed to do, in order to settle this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 9 November 2015.

Susan Ewins  
**ombudsman**