

## **complaint**

Mr R complains about how Advantage Insurance Company Limited handled his claim made on his motor insurance policy. He wants the issues resolved.

## **background**

Mr R's motorbike was stolen and found damaged. Mr R said he had to arrange and pay for its recovery. The bike was deemed a total loss even though Mr R said nobody inspected it. Mr R said Advantage's agent offered him half its book value in settlement of his claim. He said he hadn't agreed for Advantage to pass on his details to another party.

Mr R declined to pass on his driving licence details to Advantage because he said he was worried about identity theft. He was unhappy that he was told his policy would be cancelled if he stopped paying his premiums. He thought his bike's registration had been transferred illegally. Mr R said his bike was returned to him in worse repair and with missing documents.

Advantage said it wouldn't be able to continue with the claim unless Mr R provided his licence details. It agreed that it hadn't provided information when requested and shouldn't have filled in the registration document. It offered Mr R £125 compensation for this. It offered to consider the recovery costs if Mr R forwarded receipts. But it didn't uphold other aspects of the complaint.

Our investigator didn't recommend that the complaint should be upheld. He thought Advantage's engineer had valued the bike from photographs. He thought Advantage had fairly passed the valuation to its agent that had offered Mr R the bike's market value. He couldn't see evidence that Advantage had caused further damage to the bike. He thought Advantage was entitled to validate Mr R's licence.

Mr R replied that he'd already sent in a receipt for the recovery costs, but he'd look into getting another copy. He thought the valuation had been made before photos were seen. He thought the salvage company had drained the bike's fuel and ran the battery flat. He was unhappy to provide his driving licence details as he thought Advantage would share these.

## **my findings**

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

I can see that Mr R has raised many concerns about the service he received from Advantage in regards to his claim. I've looked at all his submissions, and I'll consider here those concerns that I think are still pertinent. As the investigator has already explained, Advantage is Mr R's policy's underwriter and so responsible for any claims made. So this complaint is correctly brought against Advantage rather than the broker Mr R is familiar with.

With regards to the bike's recovery, Advantage has said that it would consider reimbursing Mr R if he provided a receipt showing that he'd paid the invoice for £200 he's already provided. I think this is fair and reasonable.

Advantage said it needed to validate Mr R's licence in order to proceed with the claim. This isn't unusual. I can see from the policy that Advantage is entitled to do this. I can also see that Mr R tried on one occasion to co-operate with a conference call with DVLA. I don't think Advantage did anything wrong in this.

Mr R thought Advantage's agent had arrived at a valuation for his bike without inspecting it or viewing photographs. But from the report I've seen, I think the agent did look at photographs of the bike when making the valuation. This valuation was made according to our approach by consulting the trade guides and taking into account the bike's pre-accident condition and mileage. So I think the offer made to Mr R was fair and reasonable.

Mr R thought his fuel had been drained and the ignition left on so that the battery ran flat whilst the bike was in Advantage's care. But I haven't seen any evidence to support this. The salvage company said it wouldn't drain the fuel or disconnect the battery. I can appreciate that Mr R described what he saw when the bike was taken away, but without evidence to show that Advantage caused this I can't say it did anything wrong.

Advantage did agree that there had been two errors with its service. It offered Mr R £125 compensation for these. I think this was fair and reasonable as it's in keeping with what I'd award in similar circumstances. I don't require Advantage to do anything further.

### **my final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 11 June 2018.

Phillip Berechree  
**ombudsman**