

The complaint

Mr W is unhappy with the service provided by Advantage Insurance Company Limited (AIC Limited) when dealing with his motor insurance claim.

What happened

Mr W contacted AIC Limited to make a claim following an incident involving his car. Mr W says he tried to register his claim through the app but was directed to call in to make a claim. Because Mr W couldn't reach AIC Limited by phone, he completed an online search, and utilised the services of another company (company A) to arrange recovery of his car. Mr W later found out that company A had no connection to AIC Limited. Company A subsequently contacted Mr W to pay for its service.

Mr W complained to AIC Limited about being unable to use its service when he needed to, and the invoice received from company A because of this. AIC Limited didn't agree to reimburse the costs being charged by company A. Mr W was unhappy with this response, and brought his complaint to the Financial Ombudsman service. The investigator didn't recommend AIC Limited do anything in settlement of Mr W's complaint. Mr W rejected these findings. As the complaint couldn't be resolved, it has been passed to me for 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 thank Mr W for taking the time to explain everything that's happened when dealing with the issues with recovery of his car, and AIC Limited. I understand it has been a stressful time for Mr W. I'd like to reassure the parties that although I've only summarised the background to this complaint, so not everything that's happened or been argued is set out above, I've read and considered everything that has been provided.

AIC Limited say Mr W could've made a claim through the app. Mr W says '*Claiming through the app itself (not sure how one does that!!) did not seem to be an option, I needed to speak to a person to arrange recovery not just provide details for a financial claim.*' I can appreciate Mr W was in a difficult position with what had happened with his car, and he wanted to speak to an AIC Limited representative to arrange recovery of his car as soon as possible, and that's why he tried to contact AIC Limited by phone.

Mr W has provided a call recording. Mr W says this represents what happened when he tried to reach AIC Limited after the incident. The call recording evidences Mr W selecting various options, followed by a pre-recorded message saying '*Please speak directly to your underwriter for a home and contents claim*'. The line is then disconnected. Mr W says this happened several times. AIC Limited say the evidence provided by Mr W indicates he incorrectly selected the home insurance option.

When evidence is contradictory or inconclusive (or both) I have to make a finding on the balance of probabilities. That is what I find is most likely to have happened in view of the available evidence and wider circumstances.

I have listened to the recording provided by Mr W. This recording isn't from the time of the incident when Mr W tried to make a claim. However, I appreciate Mr W has provided this recording as an indicator of what happened when he tried to make a claim. I'm satisfied this recording represents what would happen when selecting the option for making a home and contents claim - not a motor claim. As Mr W needed to register a motor claim, it wouldn't have been the correct option to select.

Based on the recording provided by Mr W, I think it's more likely than not that Mr W selected the option for making a '*home and contents claim*'. That's not something I can hold AIC Limited responsible for. On balance, if Mr W had correctly selected the option for making a motor claim, he would not have been presented with a pre-recorded message that explained what to do for a home and contents claim.

Mr W elected to opt for company A after believing it to be part of AIC Limited. I can understand why Mr W felt the need to do this after not being able to successfully contact AIC Limited. But applying our principles of fair and reasonable, I can't say AIC Limited is responsible for Mr W continuing with company A, and the invoice charged by company A, as a result of this. I'm satisfied AIC Limited did enough to make the options for contacting it clearly, and fairly accessible to Mr W. I am empathetic to the position Mr W has found himself in with the invoice he is being chased for. But I don't think AIC Limited is responsible for Mr W's decision to continue with company A, and the charges he now faces.

This situation has clearly left Mr W feeling stressed, and financially out of pocket. Although I appreciate the upset caused to Mr W, I am satisfied AIC Limited's actions have been reasonable, and in line with what we'd expect. Because of this, I won't be asking AIC Limited to do anything in settlement of this complaint.

My final decision

For the reasons provided I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 7 February 2024.

Neeta Karelia
Ombudsman