

The complaint

Mr A has complained that Advantage Insurance Company Limited unreasonably refused to pay his storage charges for his car under his motor policy following an accident.

What happened

Mr A was involved in an accident on 6 October 2022, and he made a claim to Advantage who decided his car was a total loss and it paid him the market value on 2 November 2022, so less than a month later.

Mr A said that one of Advantage's advisers said he would be reimbursed for the petrol in his car, his taxi fare, plus storage charges.

Mr A produced his taxi receipt for £16.25 which Advantage reimbursed. It said the petrol he had in the car couldn't be reimbursed as it was Mr A's duty to have petrol in his car and this loss wasn't covered in his policy. It also couldn't verify that the invoice Mr A produced for £1,100 for storage costs was genuine. So, it refused to reimburse this amount.

Mr A brought his complaint to us. The investigator was of the view that as the storage invoice couldn't be verified as being genuine, Advantage hadn't done anything wrong.

Mr A disagreed so his complaint has been passed to me to decide.

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'm not upholding this complaint. I'll now explain why.

Essentially Mr A produced an invoice from an alleged motor company which said it had charged Mr A £1,100 for storage of his car. Advantage didn't think it was an authentic invoice, so it tried to find evidence of the company existing through all the usual business channels. Sadly, it couldn't find this business listed anywhere to show it was a legitimate business.

It then asked Mr A to show how he paid this large invoice for these storage charges, but Mr A couldn't show any withdrawals or bank transfers to evidence this amount being paid. He said it was in cash but couldn't show that he ever had that amount in cash to pay.

Advantage then involved investigators to physically visit the premises. The people at the premises told these investigators they had never heard of the proprietor. They felt the business name might have been there some years previously, but it was evident it wasn't there as a business at the time Mr A said he paid the invoice. The investigators also found

that the telephone number of the business appeared to be the same as Mr A's father's number and neither Mr A nor his father could explain why that was.

Mr A did send in a video showing him talking to a person purporting to be the proprietor at the premises, but that's completely negated by the investigator's report which showed the people at this premises were not this proprietor. Therefore, Advantage felt Mr A's video was staged. Mr A also said it wasn't his problem if there were such difficulties with this company. I consider it was reasonable and perfectly prudent for Advantage to seek to verify that these storage charges (which was a significant sum) had been incurred by a legitimate business and indeed paid for by Mr A. The burden is on Mr A to prove the business was a legitimate business and to show the money had passed from him to this business for the benefit of storing his car, given he wanted Advantage to reimburse him. Mr A wasn't able to show either of these things to Advantage merely a typed-up receipt which also has his father's mobile phone number on it, and he couldn't explain why that was.

Given the extent of Advantage's investigations and their conclusions that this business couldn't be found at all, I consider Advantage went to considerable trouble to try and verify Mr A's claim but sadly no such business existed in the manner Mr A said it did.

Therefore, I don't consider Advantage did anything wrong here.

My final decision

So, for these reasons, it's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 14 May 2024.

Rona Doyle
Ombudsman