

The complaint

Miss A has complained about the repairs and service she received following an accident from her motor insurer Advantage Insurance Company Limited.

Miss A is represented by her father Mr A. However, for the sake of simplicity I shall only refer to Miss A throughout my decision.

What happened

In July 2021, Miss A was involved in a hit and run accident damaging her car. The other driver fled the scene.

She made a claim to Advantage to fix the damage to her car and had to pay her excess since the other driver's identity or insurer wasn't known.

Miss A complained about the service she received from Advantage which Advantage upheld in its final response letter. It offered her an additional £100 compensation in addition to the previous £35 Advantage had already paid her.

Miss A also complained about the repairs to her car as initially they were incomplete which meant her car to be repaired twice. Despite that there was still a problem with the exhaust for which Advantage paid a further £20. Miss A maintained her windscreen had cracked either due to the accident or the repair.

As Advantage didn't think it had to do anything further, Miss A brought her complaint to us. The investigator was of the view that her complaint should be upheld. And that an independent engineer should examine the car at Advantage's cost to see if the wheel alloy, windscreen and exhaust were likely to have been damaged in the accident or not. He also felt the compensation Advantage paid was sufficient.

As Advantage didn't agree to the independent engineer, Miss A's 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 upholding this complaint along the same lines as the investigator. I'll now explain why.

There is no doubt that this accident was very upsetting for Miss A. And although Advantage had nothing to do with that, its service to her, which it admitted, fell well below what was reasonable for the repair of her car. More so given its approved repairers failed to repair her car properly initially and according to Miss A have still failed to repair it satisfactorily.

The cracked windscreen has been adequately reported to Advantage throughout Miss A's repair ordeal with Advantage's approved repairer. I can understand why in a rear shunt accident like this, it wasn't initially noticed, but it remains part of Miss A's complaint. And further the exhaust is still giving problems which was supposedly fixed by the approved repairer too. Miss A has also reported alloy wheel trim damage.

Given the issues with the approved repairer and given the car had to be repaired twice I do consider the best way forward is for Advantage to pay for an independent engineer to assess Miss A's car now. I can understand why Miss A feels vulnerable as regards the repairs done given the experience she had with the approved repairers. This engineer can then hopefully reassure both Advantage and Miss A of whether the accident damage was properly repaired. Or if further damage was caused by the repairers. And if it either is the case, then Advantage should pay the additional costs to Miss A to have any further repairs work completed or offer to carry them out itself subject to the terms and conditions of the policy.

If on the other hand, the engineer doesn't believe the windscreen damage, the exhaust issues or the alloy wheel issue was caused in the accident or damaged by the repairers, then I consider Advantage doesn't have to do anything more.

This method at least gives reassurance to Miss A whichever way, which would go a long way to making up for the experience she suffered with the approved repairers.

I do consider the compensation already paid by Advantage to Miss A is adequate and in line with other awards I have made in similar circumstances. So, I don't consider Advantage had to do anything further here.

My final decision

So, for these reasons it's my final decision that I uphold this complaint.

I now require Advantage Insurance Company Limited to do the following:

- Instruct a properly independent engineer to examine Miss A's car at a mutually agreed time and place.
- Should that engineer find further accident damage or damage from the repairers, it should offer to fix the damage or pay a cash in lieu amount for Miss A to get the damage repaired.
- If that engineer doesn't find any accident or repair related damage then Advantage needs to do nothing more.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 24 August 2022.

Rona Doyle
Ombudsman