

## **The complaint**

Mr D complains Advantage Insurance Company Limited (Advantage) unfairly settled his claim on his motor insurance policy.

There are several parties and representatives of Advantage involved throughout the claim but for the purposes of this complaint I'm only going to refer to Advantage.

## **What happened**

In May 2021 the catalytic converter from Mr D's car was stolen. He made a claim on his motor insurance policy. Advantage arranged the repair with its approved supplier and it was completed.

In July 2021, Mr D's car engine management light came on. Mr D took it to his local garage and was told there was an issue with the replacement catalytic converter.

Mr D contacted Advantage and it told him to go back to its approved supplier that had undertaken the repair. Mr D organised to take the car to the garage but when he arrived the engine fault light had gone off. The garage said they could not do anything if there was no fault showing.

The fault light came back on after a couple of days and Mr D contacted the garage to book the car in. The garage told Mr D it would call him back to organise an appointment for the repair numerous times, but it never did.

Eventually in November 2021, an Advantage representative inspected Mr D's car and confirmed the catalytic converter was faulty. They said this could have been diagnosed when Mr D had visited the garage even though the fault light had gone out.

Mr D then spent a considerable amount of time contacting Advantage to progress the repair. Advantage told him it had passed the claim onto another company and he should contact them. Mr D refused and eventually Advantage told him the repair was authorised and the garage would be in touch to book in the repair.

The garage did not get in touch with Mr D to organise the repair.

Mr D made a complaint to Advantage on 2 December 2021. Advantage responded on 8 December 2021 to say as the complaint was now resolved the file was closed. However, the repair was still outstanding.

As Mr D was unable to get a response from Advantage, he had the repair completed at the time of his annual MOT. This was at his own cost of £704.59.

As Mr D was not happy with Advantage, he brought the complaint to our service.

Advantage did not submit any evidence for this complaint despite a number of requests from our investigator and after deadlines for responses were extended.

Our investigator upheld the complaint. He looked into the case and said Advantage should pay Mr D £704.59 for the repair to the faulty catalytic converter that he had paid for himself. He also said it should pay Mr D £400 in compensation for the distress and inconvenience caused.

When the view was issued at the start of April Advantage contacted the investigator by email and said it had not sent a submission for this complaint. It asked for confirmation how he had reached his decision. Our investigator replied and requested Advantage got in touch.

There has been no further contact from Advantage. The investigator has taken its silence to mean it does not accept his view and therefore the complaint has been brought to me for a final decision to be made.

### **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.

Mr D's claim to Advantage when his catalytic converter was stolen was accepted and settled by Advantage in a quick time. Mr D had no issues with his claim.

When the engine fault light came on to show a fault Mr D contacted Advantage.

I have looked at the details in Mr D's policy. It says one of the benefits of the policy is; "*5 year guaranteed repairs*". I therefore think it is clear that Advantage should cover the cost of any repairs found with the catalytic converter as it had only been fit approximately two months before a fault was identified.

From July 2021 when Mr D reported the fault, he has encountered issues with progressing the repair. Including long waits on the phone when he called to speak to Advantage, both Advantage and its approved repair garage not contacting him after saying they would and trying to pass him over to alternative claims handlers working on its behalf.

At the start of December 2021, as the repair still had not been sorted out, Mr D made a complaint to Advantage. Advantage acknowledged the complaint and then within a week it wrote to him to say it had recorded the complaint as closed as it was resolved. It was not resolved.

In a letter to Mr D on 21 January 2022 Advantage accepted it had closed his complaint incorrectly. It paid him £50 for the inconvenience caused and said the garage would be in contact with him directly to arrange the work.

In early February 2022 as no contact had been made by Advantage's approved supplier to complete the repair, Mr D contacted Advantage again. He told it he had organised for his car to go in for its required MOT. And that he would instruct the garage to replace the faulty catalytic converter.

As there was no response from Advantage the repair was completed in the middle of February at Mr D's garage at his own cost of £704.59. He was without a car at this point for four days.

Advantage have not made any further contact with Mr D and have not made any response to our service's requests for information on this complaint.

Therefore, I uphold Mr D's complaint and require Advantage to pay Mr D £704.59 for the cost of the repair to the catalytic converter. I also require Advantage to pay Mr D a further £400 compensation for the time and inconvenience caused during the months he has tried to progress his claim for repair of the catalytic converter.

### **My final decision**

For the reasons I have given I uphold this complaint.

I require Advantage Insurance Company Limited to pay Mr D £704.59 for the cost of the repair to his car and £400 compensation for the time and inconvenience caused. It must pay Mr D within 28 days of the date on which we tell it Mr D accepts my final decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 17 June 2022.

Sally-Ann Harding  
**Ombudsman**