

## **The complaint**

Mrs C complains Advantage Insurance Company Limited (Advantage) unfairly declined her claim for repairs when she made a claim on her motor insurance policy

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

## **What happened**

Mrs C made a claim on her motor insurance policy with Advantage after an accident.

The accident happened on 5 May 2021. The impact was to the front of the car and Mrs C described the damage she could see externally. Advantage accepted the claim.

Before the car was taken in for repairs Mrs C contacted Advantage again to update it that the car radiator was leaking. She had not noticed this at the time of making the claim as it had been raining at the time of the accident.

The car was picked up on 20 May 2021 by the repair garage appointed by Advantage and returned to Mrs C on 25 June 2021.

When Mrs C took the car away after the repairs, she assumed both the external damage and damage to the radiator had been completed. But the next day whilst on a journey the radiator over-heated and she had to have the car recovered by her roadside assistance provider. She made a call to Advantage and was referred back to the garage that had completed the repairs.

The garage confirmed there was an issue with the radiator but said as they had not completed any repairs to it, it was nothing to do with them. They said they were not told by Advantage that this was work that should have been completed.

Mrs C paid for the repairs to be completed by a garage she had used in the past, at a cost of over £3,000.

Mrs C contacted Advantage to make a claim for the cost of the radiator repairs as she said the breakdown was a result of poor repairs completed after the accident. She said she had told Advantage the radiator was leaking and so it should have been fixed when it was being repaired.

Advantage said Mrs C had the repairs completed before she had allowed it to review the damage and this had prejudiced its position. It said its engineers said the damage to the radiator was not related to the accident and therefore it would not cover the cost of the repairs.

As Mrs C was not happy with Advantage, she brought the complaint to our service.

Our investigator upheld the complaint. He looked into the case and felt that Advantage acted unfairly and unreasonably. They said Advantage should review the invoice of repairs and pay for any costs relating to the accident. And also pay £150 compensation for the distress and inconvenience it has caused to Mrs C.

As Advantage is unhappy with our investigator's view 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.

When looking at complaints relating to claims for damage to a vehicle, our service can't determine what damage occurred. Instead what we look at is the information the insurance company relied on to make their decision.

In this case, when Mrs C first made the claim on her motor insurance policy, she told Advantage what was wrong with the car based on the impact of the accident. She only reported the damage she could see externally. I would not expect Mrs C to know about any damage caused internally.

Advantage relied on the information given by Mrs C. It did not inspect the car after the accident and before the repairs were started.

Mrs C's husband called Advantage and reported the radiator damage before the car was collected for repairs to be completed. Advantage confirmed this was noted on Mrs C's claim.

Mrs C organised for the repairs to the radiator to be completed at a garage she had used in the past because she needed the car to get to work. She said she didn't advise Advantage before getting the repairs completed because it had already said it was nothing to do with them. Once the repair work was complete, she made a complaint to Advantage.

It's important to again note that our service can't determine how the damage to the car radiator occurred. What we have to consider is the information or opinions Advantage have relied on to make their decision.

Because Mrs C had already had the radiator repairs completed Advantage were unable to conduct an inspection of it. Advantage's in-house engineers said; *"having the vehicle repaired has prejudiced our position, as we can not now inspect to see if the radiator was damaged due to the insured accident claim."*

Mrs C submitted pictures of the damaged radiator and Advantage got its in-house engineers to consider the circumstances of the accident and damage to the radiator. After considering all the evidence provided the in-house engineer concluded they could not; *"really say yes or no for sure"* if the damage was due to the impact of the accident or not.

Mrs C had reported there was damage to the radiator in addition to the external damage before her car was taken to a garage for the accident damage to be repaired. And as Advantage had chosen not to inspect the car, I think it should have organised for the radiator to be repaired at the same time as the external damage.

After the radiator had overheated Advantage were not given the opportunity to inspect the car as Mrs C had the repair work completed before she made her complaint. It had to rely on picture evidence and information from the repairing garage to review the situation.

It is not clear if the damage to the radiator was caused by the impact of the accident or not. And as there is no proof either way, I think Advantage should cover the costs of repairs to the radiator. This does not include work that Advantage have identified as not related to the impact of the accident but due to the car being driven after it had over-heated.

Therefore, I uphold Mrs C's complaint and Advantage should pay her the invoice amount paid to the garage for the repairs to her radiator, minus the itemised costs for the fuel injectors and the turbo charger.

I agree with our investigator and think Advantage should also pay Mrs C £150 for the distress and inconvenience caused to her by it not completing all the repairs after the accident.

### **My final decision**

For the reasons I have given I uphold this complaint.

I require Advantage Insurance Company Limited to pay Mrs C the cost of the invoice she paid for the radiator repairs, less the cost for the fuel injectors and the turbo charger. Plus £150 compensation for the inconvenience caused to her by it not completing all the repairs after the accident.

Advantage Insurance Company Limited must pay this within 28 days of the date on which we tell it Mrs C accepts my final decision. If it pays later than this it must also pay interest from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 8 August 2022.

Sally-Ann Harding  
**Ombudsman**