

The complaint

Ms N complains that Advantage Insurance Company Limited (Advantage) didn't complete all repairs to her car after an accident when she made a claim on her car insurance policy.

What happened

In October 2021 Ms N had a collision with a dead adult deer whilst driving at night. Ms N said she couldn't properly assess any damage to her car as it was dark, and the car was still driveable. She had the car assessed by a mechanic who advised that there was slight cosmetic damage and a bent near side strut, and he suggested Ms N claim for the damage on her car insurance.

Ms N contacted Advantage to report the incident and make a claim on her policy for the damage that her mechanic advised her of. Advantage arranged for the car to be repaired by one of its approved repairers – V. Ms N's car was collected by V at the end of December 2021 and was ready for Ms N to collect around three weeks later.

In February 2022 Ms N's car was due for an MOT so she took the car to her mechanic Advantage arranged for the car to go to its approved repairer, who carried out the repairs in January 2021. However, in February 2021, during the MOT inspection, it was noted that the near side strut was bent.

Ms N reported this to V who didn't feel it was accident related as it said the geometry test showed the car's wheel alignment and suspension was satisfactory. Ms N disputes this and said she'd set out the strut was damaged when she first reported the claim. Unhappy with Advantage's response, Ms N contacted our service to further her complaint.

One of our investigators considered Ms N's complaint. The investigator concluded that on the balance of probabilities and given Ms N's testimony, that it was more likely suspension was bent at the time of the accident rather than between the completion of repairs and the MOT in February 2022. So, to put things right he said Advantage should arrange to have the near side strut repaired/replaced under the policy. The investigator also said Advantage should pay Ms N £150 compensation for the distress and inconvenience caused to her by failing to rectify this issue within the claim.

Advantage didn't agree and said that their report confirmed that Ms N's car was '*within range*'. And that just because Ms N reported the damage when she called to make a claim, doesn't disprove the report completed by V that the near side strut was '*within range*' following the repairs. The investigator responded to say that he still wasn't persuaded that Advantage have acted fairly when the balance of probabilities suggests the damage should have been repaired after the original incident. So, the 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.

Ultimately what I need to decide is whether the damage suspension strut is something that should be repaired under Ms N's car insurance policy.

Following the accident, Ms N took her car to her local mechanics to assess it and see if there was any damage to her car. Ms N has provided a written statement from her mechanic who inspected the car just after the accident. This states that although none of the damage as a result of the accident would prevent the use of the vehicle, they'd advise having the repairs done as soon as possible, as the wheel alignment would also most likely be affected as a result of the accident.

When Ms N called Advantage to register her claim, she made them aware of her mechanic's initial observations. This included the fact that she was advised that the near side strut was damaged. This is evidenced from the claim notes Advantage have sent where the 18 October 2021 entry says, *'The mechanic told me the front suspension, strut has bent. Which is of concern'*.

I'm satisfied that the suspension was most likely to have been damaged in the accident. However, just because the car passed the alignment tests and the MOT, doesn't mean the car wasn't damaged. The MOT simply sets out whether the car was unsafe to drive or not. It doesn't mean there wasn't damage. I'm satisfied that the suspension was accident-related damage and is damage that's covered by the policy, and therefore should be rectified by putting Ms N's car back to the conditions it was in prior to the accident in October 2021.

I also find that Advantage should pay Ms N compensation of £150 for the stress of having to prove the damage was as a result of the accident and the inconvenience and trouble of having to take the car back for further assessment.

My final decision

For the reasons set out above, I'm upholding Ms N's complaint. I require Advantage Insurance Company Limited to arrange to repair or replace the near side nut strut and to pay Ms N £150 compensation for the trouble and upset caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms N to accept or reject my decision before 23 December 2022.

Helen Giles
Ombudsman