

The complaint

Mr F complains that Advantage Insurance Company Limited is responsible for poor service in connection with his motor insurance policy.

Where I refer to Advantage, I include the insurance intermediary and others insofar as I hold Advantage responsible for their acts or omissions.

What happened

Mr F had a new, four-wheel drive coupe with a powerful engine and an automatic transmission. For the year from April 2021, he had it insured on a comprehensive policy branded with the name of an insurance intermediary. Advantage was the insurance company responsible for dealing with any claim.

In July 2021, Mr F's car was damaged in an incident with a third party. Advantage arranged repair of the car. It also arranged a courtesy car.

Mr F complained to Advantage. By a final response dated early August 2021, Advantage summarised that complaint as being about *"about the service and the type of courtesy car received"*. It turned down that complaint.

Mr F complained to Advantage again. In late September 2021, Advantage arranged for a vehicle inspector to inspect the vehicle after repairs. The inspector identified the need for rectification work.

By a final response dated mid-October 2021, Advantage summarised Mr F's complaint as being about the following points:

- 1) it hadn't been proactive in dealing with his claim.
- 2) it was unable to claim directly from the third party's insurer.
- 3) its call handling including failed call backs and telephone line quality.
- 4) it provided incorrect information.
- 5) a like- for- like courtesy car wasn't provided.
- 6) previous complaint handling.
- 7) the service from its garage.
- 8) the quality of repairs.

Advantage partly upheld the complaint as regards points 1,3 & 8. It said it was sending a cheque for £150.00 compensation as an apology.

Between mid-November 2021 and early December 2021, Mr F complained to Advantage again. By a final response dated 25 January 2022, Advantage upheld the complaint. It said it was sending a cheque for £100.00 compensation as an apology and for the delays, service and time spent contacting it.

On about 19 June 2022, Mr F brought his complaint to us. Mr F's complaint form included the following:

“Tell us about your complaint - what happened?

There are several complaints but [the intermediary] fused them into 1, I had many call drops from their associates, many promises that were not upheld, they told me that the complaint was resolved and I had been issued with compensation when I told them I wasn't happy with the compensation, they told me they would re open the complaint and the cheque would be void. To the point not one cheque was received even when I advised the complaints team they said they would send a new check out but again not received, managers were arguing with me, contradicting everything they were sayin on the phones, breached GDPR and FCA Guidelines on many occasions.

How have you been affected - financially or otherwise?

When the claim started they told me it would take 24hours to get me a car, it took them 2 weeks and to the point they did not do any admin work for the claim at all, when I spoke the third party insurance they said they hadn't received Any communication what so ever and we're waiting for my insurance to get in touch, I lost 2 weeks of pay and was advised that I'd get 150£ of compensation which once again never showed up

How would you like the business to put things right for you?

For the stress I had to go through and the fake promises of compensation and my excess being refunded I think it would be fair for [the intermediary] to refund the whole policy plus adequate enough compensation, and to issue me the equivalent refund of a like for like car that should have been issued but never was when the car went of to [named] garage. For 3 weeks they made me drive round in an incomparable car that was not like for like as my car.”

On 25 October 2022, our investigator said that we couldn't investigate the following points of complaint:

1. there was a two-week delay in a courtesy car being provided.
2. the courtesy car wasn't a like-for-like.
3. calls were dropped by agents.

On 26 October 2022, our investigator didn't recommend that the complaint should be upheld. He said that the service Advantage provided Mr F in the calls was disappointing. But he thought that - with its compensation offer of £100.00 - Advantage had fairly addressed the distress caused.

my provisional decision

After considering all the evidence, I issued a provisional decision on this complaint to Mr F and to Advantage on 9 December 2022. I summarise my findings:

There were some complaint points that I didn't consider I could comment on.

In relation to some of the other complaint points, I'd found shortcomings in Advantage's service, causing extra distress and inconvenience for Mr F at an already difficult time for him.

Subject to any further information from Mr F or from Advantage, I intended to direct Advantage to pay Mr F – in addition to its offers of £150.00 and £100.00 – a further £150.00 for distress and inconvenience.

Mr F hasn't responded to the provisional decision.

Advantage disagreed with the provisional decision. It says, in summary, that the provisional decision didn't justify the increase in compensation.

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.

The Financial Ombudsman Service is bound by the Financial Conduct Authority's dispute resolution rules.

One of those rules is that a consumer must first have made a complaint to the business and waited for up to eight weeks for a final response before we can investigate that complaint.

Another of those rules is that if a consumer has made a complaint that a firm has answered in a final response and the consumer brings the complaint to us more than six months after the final response, then we can't investigate that complaint unless there are exceptional reasons preventing the consumer from complying with that time limit.

Advantage's final responses dated August and October 2021 set out the complaint points that Advantage was answering. (But, of course, each of these was only in relation to events that had already taken place and Mr F had complained about). Mr F didn't bring those complaint points to us within six months.

He has told us that he suffered a house fire and also that he lost his phone. But he hasn't given details or dates. So I'm not satisfied that there was any exceptional reason that prevented him from bringing his complaint to us within six months of those respective final responses.

Advantage's final response dated January 2022 didn't, in my view, seek to review the previous two final responses.

So I don't consider that I can comment on complaint points insofar as Advantage responded to them in the final responses dated August and October 2021. That means that I can't consider any of the following insofar as they are in relation to events that had already taken place and Mr F had complained about:

- before early August 2021 as regards service and the type of courtesy car
- before mid-October 2021 in relation to claims-handling proactivity, call-handling, incorrect information, absence of a like-for-like courtesy car and complaint-handling.

I've quoted Mr F's complaint form above. I find his complaint form and his submissions to the investigator are lacking in details including dates.

As regards Mr F's complaint about "*many call drops*" and "*many promises that were not upheld*", these are, in my view, aspects of the handling of the claim, calls and complaints. So I can't consider them insofar as they are in relation to events that had already taken place and Mr F had complained about before mid-October 2021.

As regards later "*call drops*", I haven't seen enough evidence of details or dates. So I don't uphold that complaint point.

As regards later "*promises that were not upheld*", the only one of which I've seen enough details or evidence is a promise in November 2021 to provide a like-for-like courtesy car. The policy terms didn't oblige Advantage to provide a like-for-like courtesy car. But Advantage recognised that – after its repairs - the car needed rectification work. That's why

Advantage promised a like-for-like courtesy car.

In its January 2022 final response, Advantage acknowledged that it made that promise on 23 November 2021. It said that a manager had to step in to ensure the promise was kept. It also said that the final rectification work was completed on 10 December 2021.

As regards Mr F's complaint that "*For 3 weeks they made me drive round in an incomparable car*", he hasn't given dates. But – from Advantage's file – I see that it was on about 18 November 2021 that Mr F asked for a car more like his own while his garage was rectifying Advantage's repairs. And I find that Advantage got the courtesy car upgraded on about 24 November 2021.

I don't find it fair and reasonable to direct Advantage to pay Mr F "*the equivalent refund of a like for like car*". Rather, I've considered the impact on Mr F of the provision of a lesser car. That must've caused him some inconvenience and disappointment.

I turn now to Mr F's complaint point that "*they told me that the complaint was resolved and I had been issued with compensation, when I told them I wasn't happy with the compensation, they told me they would re open the complaint and the cheque would be void*". I accept that in mid-November 2021, Advantage gave conflicting information about the status of the complaint.

It incorrectly said that it would reopen the earlier complaint. But it corrected this. And its January 2022 final response dealt with the new points of complaint.

As regards Mr F's complaint that "*To the point not one cheque was received even when I advised the complaints team they said they would send a new check out but again not received...*", I think this relates to the cheques promised in the final responses of October 2021 and January 2022. But I haven't seen enough evidence that Mr F complained to Advantage about that point before its final response in January 2022. So I don't consider that I can comment on a complaint about not receiving cheques.

As regards Mr F's complaint that "*managers were arguing with me, contradicting everything they were sayin on the phones*", I think this relates to Advantage's handling of the calls in November 2021.

I accept that this fell below a reasonable standard in some respects. One of Advantage's call-handlers laughed at Mr F. Also Advantage gave conflicting information about whether it had received the report of the vehicle inspector. I consider that these shortcomings caused Mr F to feel misled.

As regards Mr F's complaint that Advantage "*breached GDPR and FCA Guidelines on many occasions*", Mr F hasn't given dates or other details. So I consider that he has fallen short of showing any such breaches.

As regards, Mr F's complaint that "*When the claim started... the third party insurance they said they hadn't received Any communication ...150£ of compensation which once again never showed up*", I've said that I'm not going to comment on the complaint points about service before August 2021 or claims-handling proactivity before October 2021 or sending the cheque for £150.00.

As regards, Mr F's complaint "*For the stress I had to go through and the fake promises of compensation and my excess being refunded*", I don't consider Advantage's offers to be fake. I've said that I don't consider that I can comment on a complaint about not receiving cheques. Similarly, I haven't seen enough evidence that Mr F complained to Advantage

about refunding his excess. So I don't consider that I can comment on that.

To summarise, there are some complaint points that I don't consider I can comment on. In relation to some of the other complaint points, I've found shortcomings in Advantage's service, causing extra distress and inconvenience for Mr F at an already difficult time for him. This included making Mr F feel misled in telephone calls in November 2021. It also included the inconvenience and disappointment of having to drive a lesser car for about a week in November 2021.

Putting things right

Advantage's offer of £150.00 was in relation to different and earlier complaint points, before the final response in October 2021.

Advantage's offer of £100.00 was in relation to the later complaint points that I've upheld. But I don't consider that £100.00 was enough to make up for the level of distress and inconvenience I've found from the telephone calls and from having to drive a lesser car in November 2021.

I conclude that it's fair and reasonable to direct Advantage to pay Mr F – in addition to its offers of £150.00 and £100.00 – a further £150.00 for distress and inconvenience.

My final decision

For the reasons I've explained, my final decision is that I uphold this complaint in part. I direct Advantage Insurance Company Limited to pay Mr F – in addition to its offers of £150.00 and £100.00 – a further £150.00 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 6 February 2023.

Christopher Gilbert

Ombudsman