

## **The complaint**

Mrs P complains about Advantage Insurance Company Limited's (Advantage) handling of her claim and poor-quality repairs to her car, under her motor insurance policy.

## **What happened**

Mrs P's car was damaged in 2020 and repairs were arranged by Advantage under her insurance policy. This was subject to a complaint that was referred to our service. The complaint was upheld. Since this time Mrs P has raised concerns with the quality of the original repairs. She says this has resulted in fault lights displaying on her dashboard concerning the passenger side airbag. She also says requested documents weren't provided.

Mrs P says that in December 2021 an airbag warning light came on her dashboard. She'd experienced a similar issue several times previously, following the repairs carried out in 2020. Mrs P contacted Advantage and its appointed repairer collected her car and a replacement vehicle was provided. She explains that she had two children with her at the time and it took several hours for this to be arranged.

Mrs P raised a complaint through our service. She wasn't satisfied with the time taken by Advantage to deal with the problem and its poor communication. She says Advantage told her the car would be sent for repairs at the main dealer, but this didn't happen.

Advantage arranged for a repair to be carried out. In its complaint response it says diagnostics showed the problem was an intermittent wiring issue that wasn't related to the damage repairs in 2020. Although repairs were carried out it says this isn't something covered by Mrs P's policy.

Shortly after the repairs were completed the same fault light reappeared. Mrs P is concerned that her car maybe unsafe to drive. In addition, she hasn't received the diagnostic information she requested. As Mrs P wasn't satisfied with Advantage's response, she referred her complaint to our service.

Our investigator says the repairs Advantage carried out shouldn't have failed so quickly resulting in the airbag fault light coming on again. She thought it should arrange for the issue to be resolved. In addition, she thought Advantage should pay £150 compensation to Mrs P because it failed to provide the information she requested, and because it didn't guarantee its repairs.

Advantage disagreed. It says it isn't liable for any future repairs for the airbag fault light issue. It says although it carried out repairs, this was to help Mrs P. If the issue had been identified at the time of the original repairs in 2020, it wouldn't have been covered at all.

Because an agreement couldn't be reached, the complaint has been passed to me to decide.

I issued a provisional decision in December 2022 explaining that I was intending to partially uphold Mrs P's complaint. Here's what I said:

*provisional findings*

*I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.*

*My remit here is to consider the concerns raised about the airbag fault light from the time this occurred in December 2021. I'm not able to consider any of the issues dealt with in Mrs P's earlier complaint in my decision. Similarly, I can't consider issues that occurred after Advantage provided its final complaint response.*

*It must have been upsetting for Mrs P when the airbag fault light came on. Particularly when she had two young children with her in the car. It must also have been frustrating to discover a fault she thought had been fixed, hadn't been.*

*Having reviewed the records Advantage provided, I can see that it took around three hours for Mrs P's car to be collected. She says that she had to arrange for a lift for herself and her two children before this happened, due to the time it took.*

*Advantage says Mrs P called at 4.30pm on 22 December 2021. It apologised for the delay in collecting the car. But says its repairer needed some time to organise this. I understand Mrs P's car was collected at around 7.30pm. I sympathise with the situation Mrs P found herself in. I think it's fair that Advantage offered an apology that the car couldn't be collected more quickly. But I don't think it needs to do more in response to this point.*

*I can see that Mrs P was provided with a replacement vehicle whilst investigations and repairs were ongoing to her car. I think this was reasonable to ensure that Mrs P had transport available.*

*I've read the diagnostic report that was obtained by Advantage's repairer. This is dated in March 2022. It confirms the diagnostics were carried out at Mrs P's home address. The report says there were numerous electrical faults recorded. It suggests that further in-depth investigations were required. The engineer reported that Mrs P pointed to a particular airbag fault that was showing intermittently.*

*The diagnostic report says the fault was due to an inconsistent feed in the wire on the Supplemental Restraint System (SRS) wiring. I understand the SRS wiring is part of the airbag system. The report says that advanced testing/diagnostics need to be done to clarify the problem. But it was suspected that this lies with the condition of a wire due to "stretching, heating, or tension" which can only be pinpointed with, "more advanced testing".*

*Mrs P's car was subsequently collected by Advantage's repairer, and further testing was carried out. I've seen another report that was produced by the repairer the following week.*

*This report says when the wiring beneath the driver's seat was moved towards the centre tunnel, this caused the airbag light to come on. Work was carried out to strip the driver's seat and a "chaffed wire" was found. Repairs were carried out to the wiring harness to fix the issue, which was on the SRS wiring loop under the driver's seat. The report says the damage was the result of wear and tear.*

*The repairer's report says this is a common issue for this make of car. It explains that when the front seats are moved forwards and backwards, this eventually wears through the wiring harness over a number of years. The report says when vehicles get to a certain age, they*

can start to suffer intermittent problems. In these cases, it says, “a section SRS wiring harness replacement is usually the cure”. But the repairer says that for Mrs P’s car, it’s possible the SRS wiring harness isn’t serviced anymore – so the only option is to repair it.

The report concludes to say a vehicle with this issue can be fine for a while until another piece of the SRS wiring, under wear and tear, develops a fault somewhere else.

I’ve thought about Mrs P’s view that the repairs that were carried out in 2020 are related to the current issue with the airbag fault warning. She says the code that is showing is exactly the same now as it was previously. Mrs P says she has sought advice from an independent car electrician. She was told if the fault was originally repaired it would not continue to show as a fault.

I’ve also read the correspondence Mrs P received in July 2021. This says a new wiring loom has been fitted to her vehicle. This involved the interior of her car being removed including the seats and dash trims. The work is described as labour intensive and that it took several days. I asked Advantage if the wiring loom replacement included the SRS wiring system, that is described in the later diagnostic report from March 2022. In its response, Advantage says the SRS system wasn’t replaced.

I’m not an expert in this area and so I must rely on the opinion of those who are. Advantage has provided an expert opinion that says the airbag warning light is showing because of an issue caused by wear and tear, which is due to the vehicles age. This isn’t thought to be related to the damage caused in the accident or by the repairs. The expert says intermittent problems can continue to be experienced with the SRS wiring loop. Meaning that even though Advantage’s repairer carried out a repair to a damaged wire, the problem can re-appear in a different place.

I’ve read Mrs P’s policy terms to understand what cover is available. The terms say:

“You’re not covered for:

Wear and tear, deterioration, depreciation, or any loss or damage that happens gradually.”

If the problem with the SRS wiring loop was caused by the accident or by the repairs Advantage arranged, then Advantage would be responsible for resolving the problem. But I haven’t seen evidence that shows the damage was caused in this way. Advantage’s engineer says the fault is the result of wear and tear over time. I think it’s reasonable that the damaged wire Advantage’s repairer found was fixed. But I can’t say that its responsible, under the terms of Mrs P’s policy, for the damaged SRS wiring loop as this wasn’t something caused by the accident.

Similarly, it hasn’t been shown that the repair to the damaged wire failed, causing the airbag light to come on again. The indication is that another fault has occurred elsewhere on the SRS wiring, due to a gradual cause of wear and tear.

Mrs P raised further concerns that Advantage didn’t provide paperwork relating to the initial repairs. And that it agreed to send her car to the main dealer, but this didn’t happen. She also didn’t think the wiring loom had been replaced and felt Advantage should be responsible if her car failed its next MOT due to the fault light.

Advantage consented for these issues to be included within this complaint. So, I can consider them here. I can see from the records that Mrs P did ask for all paperwork relating to the repairs. I don’t think this was an unreasonable request. Particularly as there were ongoing problems that Mrs P wanted to understand and have resolved. Advantage acknowledges it didn’t send this information. But says it did carry out a repair Mrs P wasn’t

*entitled to under her policy.*

*Having considered this point, this information should've been provided when requested. Advantage should ensure all relevant paperwork is now provided. This may aid Mrs P in arranging future repairs with the SRS wiring issue highlighted by Advantage's repairer.*

*The records show Advantage did intend sending Mrs P's car to the main dealer for investigations into the fault light issue. I can see it emailed Mrs P to let her know its intentions. We asked it why this didn't happen. Advantage says this wasn't necessary as its repairer found the source of the problem with the SRS wiring loop.*

*I can understand why Mrs P was keen for her car to be sent to the main dealer. But ultimately Advantage did diagnose the cause of the problem. This wasn't something caused by the accident or its repairs. This wasn't Advantage's responsibility. So, I don't think involving the main dealer was necessary. That said, communication with Mrs P wasn't clear around this point, which was confusing and caused frustration.*

*Advantage confirms that the wiring loom was replaced. The records provided indicate that this was the case. This includes several messages sent to Mrs P in July 2021 confirming this work was being undertaken. Advantage has clarified that this didn't include the SRS wiring loop, which is thought to be the source of the intermitted airbag fault light. But I'm satisfied that the wiring loom was replaced as agreed.*

*In a recent submission to our service, Advantage has shown Mrs P's car passed an MOT in November 2022 with no mention of the airbag fault. Should there be issues going forward I don't think Advantage is responsible for arranging repairs for the reasons I have given.*

*In summary, I don't think Advantage is responsible for the wiring fault, so I don't think it behaved unfairly in declining to carry out further repairs. It didn't treat Mrs P fairly in not providing the paperwork she requested, which it should now ensure is provided. It's also apparent that communication wasn't of a good standard in relation to the main dealer's involvement. To acknowledge these points Advantage should pay Mrs P £150 compensation for the frustration, upset, and inconvenience it caused her.*

I said I was intending to partially uphold this complaint and that Advantage should:

- provide copies of all relevant paperwork relating to the repair and investigation work it carried out on Mrs P's car; and
- pay Mrs P £150 compensation for the frustration, upset, and inconvenience it caused.

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

Advantage responded to say wiring loom repairs were completed in 2021 not 2020. It also thinks £150 compensation is too high. It says the documents it didn't supply wouldn't have changed the outcome regarding the repairs. It adds that it carried out work that wasn't covered by Mrs P's policy free of charge.

Mrs P responded to say her warning light came on in 2020 as soon as she had collected her car. Not in 2021. She says this is regarding the same wiring issue and doesn't agree with Advantage that the issues are unrelated. She also says no repairs were carried out on her car in 2022 as stated in the provisional decision.

Mrs P doesn't think the expert opinions considered are independent as they either work for Advantage or it appoints them. She says Advantage accepted liability as the warning light wasn't an issue until it was damaged whilst the car was in its care in 2020. Mrs P also says that all work should've been carried out under warranty.

Mrs P says the provisional decision refers to the wiring loom being replaced, but earlier in the decision it says it wasn't replaced. She also says her car passed its MOT - only because the fault is intermittent. She says the warning light wasn't on at the time of the inspection, which was down to good fortune.

Mrs P concludes her further comments to ask what she should do when Advantage doesn't provide the paperwork she requested.

### **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.

I'll respond to the further comments provided by both parties. But having considered this information my decision hasn't changed.

I acknowledge the date of repairs to the wiring loom highlighted by Advantage. I don't disagree with this, which is as described in my provisional decision. This doesn't impact on my findings.

I've thought about Advantage's view that £150 compensation is excessive. Specifically, around its comments that the missing information wouldn't have an impact on the repair issue. In my provisional decision I said Mrs P's information request was reasonable and should've been responded to at the time. I haven't changed my view of this as a result of Advantage's further comments. Mrs P wanted this information to understand the situation more fully in relation to the issue with her car and the repairs that were required. I also highlighted the communication failings regarding the involvement of the main dealer.

I think it's reasonable for Advantage to compensate Mrs P for these issues. I think £150 is fair.

I acknowledge Mrs P's comments about when the warning light first showed in 2020. I don't dispute this. But I can't see that my provisional decision contradicts this point. Again, I don't think this has an impact on my findings. I understand Mrs P's view that the wiring issue is related to the repairs Advantage arranged. However, a detailed explanation has been provided by an expert to show where the problem lies. This is with the SRS wiring loop. I'm satisfied that this isn't something Advantage is responsible for.

I note Mrs P's reference to no repairs having been carried out in 2022. I don't dispute her comments but again I can't see that this point is contradicted in my provisional decision. I understand Mrs P's view of the opinions provided by Advantage's engineers. But I have no reason to doubt the veracity of the opinions provided.

I acknowledge Mrs P's comments that Advantage carried out a number of repair attempts. She asks why this was done if it didn't think it was at fault for the damage.

Advantage has provided persuasive expert opinion to show the issue Mrs P refers to is caused by wear and tear. This isn't Advantage's responsibility to repair. A repair was carried out as a goodwill gesture. But I'm not persuaded that it needs to do more with respect to this point.

I note Mrs P's reference to work being carried out under warranty. This point is discussed in my provisional decision. The reason for the intermittent fault has been made clear. Further faults are likely to occur. I don't think it's been shown that the repair to the damaged wire has failed. Rather the expert opinion is that this has likely failed in another place.

Mrs P refers to a contradiction as to whether a wiring loom was replaced, or not, in my provisional decision. Advantage confirms the wiring loom was replaced. I can't see where I said otherwise in my provisional decision. This is different to the SRS wiring loop, which isn't something that was included in the replacement.

I note Mrs P's comments that her car passing an MOT was due to good fortune. However, I don't think Advantage is responsible for the intermittent warning light issue. I'm sorry Mrs P has this ongoing issue with her car. But I'm not persuaded that a change to my provisional decision is warranted, as it isn't Advantage's responsibility to resolve this issue.

If Mrs P accepts my final decision Advantage will be required to provide copies of all relevant paperwork relating to its repair and investigation work. I think this is fair. I note her view that the business may not comply with this requirement. But I can't comment on something that hasn't happened. I'm sorry Mrs P is disappointed with my findings, but I haven't seen reason to change my decision as a result of the further comments provided by either her or Advantage.

### **My final decision**

For the reasons I've explained above, and in my provisional decision, I uphold Mrs P's complaint in part. Advantage Insurance Company Limited should:

- provide copies of all relevant paperwork relating to the repair and investigation work it carried out on Mrs P's car; and
- pay Mrs P £150 compensation for the frustration, upset, and inconvenience it caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P to accept or reject my decision before 8 March 2023.

Mike Waldron  
**Ombudsman**