

The complaint

Mr H's representative complains on his behalf that Advantage Insurance Company Limited (Advantage) did not repair his car after he made a claim on his motor insurance policy.

References to Mr H, or his representative, will include the other.

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

In August 2021 Mr H made a claim on his motor insurance policy after a collision with a third-party vehicle. There was damage to the rear of his car, but it was still driveable. His claim was accepted by Advantage.

Mr H was not contacted to organise the repairs to his car, so he made a call to Advantage on 29 October 2021. Estimates for repairs were obtained and approved on 10 November 2021. However the approved repairers failed to contact him to discuss booking the car in for the repairs to be completed.

Mr H called Advantage in December 2021 and January 2022 to progress the repairs as he still had not heard from Advantage's approved repairer. As Advantage also struggled to contact the repairer it said it would organise to send the car to a different repairer. Again this did not happen and in May 2022 the repairs had still not been completed.

Advantage accepted at this point that there had been failed promises made about call backs to organise repairs. And also clear delays in completing the approved repairs. It said it would organise for another repairer to complete the repairs or offered for Mr H to obtain his own repairer. Advantage apologised for the delays and paid £100 in compensation.

Mr H's representative was still unhappy with the offer to have the repairs completed by his own choice of garage. He said he would have to spend his own time obtaining quotes for repairs and he refused to do this. He also said he was not happy that he would not be entitled to a courtesy car if he used his own repairers.

In July 2022 Advantage apologised for the continued delays and explained this had been due to the third-party insurer not giving an admission of liability. It said the required parts had now been ordered and confirmed it had checked that the approved repairer would be in touch. It paid a further £150 as an apology for the entire event. It explained a courtesy car was not included in Mr H's policy if he used his own repairer. And again said he was able to use his own repairer.

The repair booked with Advantages repairer was cancelled by Mr H's representative on 18 July 2022.

As Mr H's representative was not happy with Advantage, he brought the complaint to our service.

Our investigator did not uphold the complaint. They looked into the case and agreed Mr H's car should have been repaired a while ago. They said that because Advantage's own repairers had not been able to complete the repairs as agreed, when it made the cash in lieu of repairs offer it should have also offered a courtesy car. However they felt the compensation of £250 was fair in these circumstances as the car was still drivable and Mr H had not been without a car.

As Mr H's representative is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

What I provisionally said

I saw that Mr H's car was damaged, but it was still driveable. However I appreciate Mr H's claim has dragged on for longer than it should have done, and his car should have been repaired within a reasonable timescale.

As Advantage had been unable to complete the repairs to Mr H's car with its own approved repairers in a reasonable timescale it said he could organise the repairs with his own choice of repairer. I saw that Mr H's representative rejected this offer as Advantage said it would not offer a courtesy car as it was not included within the terms of the policy.

I checked the policy terms and conditions and found that for repairs completed by a policy holder's own repairer it did not provide a courtesy car. However I think as Advantage had not been able to complete the repairs with its own approved repairers, it would have been fair for it to offer a courtesy car in this case. As the repairs have not been completed, there was no time Mr H was without the car due to it being in for repairs.

I feel that the total compensation of £250 paid to Mr H is fair for the delays caused and the poor service.

I saw in October 2022 Advantage confirmed the cash offer in lieu of repairs was £1387.09. This amount was not accepted by Mr H's representative and has not been paid. I have considered if this amount is fair. I think it is and I shall explain why.

Mr H's representative has said the damaged car was valued at approximately £995. A valuation of Mr H's car at the date of the incident, in good condition confirms its value as approximately £2260. The value of the car in its damaged state plus the offer of cash to complete the repairs, together amount to slightly more than the value of the car in good condition at the time of the incident.

Therefore if the amount offered for repairs is paid by Advantage this would mean that along with the valuation of the damaged car (£995) that Mr H would be in the position he was in before the damage to the car occurred.

Mr H's his representative has said he wants to sell the car, because he already has another. Therefore if Advantage pay the cash in lieu of repairs amount this will avoid any further delays in Mr H selling his car.

I understand that Mr H's representative has spent time pursuing this complaint on his behalf and he would like this to be taken into consideration. However our service can only consider the circumstances of the complaint, in this case the delays caused to the repairs of Mr H's car.

Therefore, I intend to uphold Mr H's complaint and I intend to require Advantage to pay Mr H

£1387.09 in lieu of the cost of repairs.

Responses to my provisional decision

Mr H's representative responded to say

- He did not feel service and personal distress and inconvenience had been taken into account .
- He still thinks the cash in lieu offer is not a fair resolution.

Advantage did not respond.

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.

In response to Mr H's representative's comments

- I am unable to make an award for distress and inconvenience to a representative. Representatives aren't eligible complainants – and so we can't award for any impact experienced by them personally. I feel that the total compensation of £250 already paid to Mr H is fair for the delays caused and the poor service in this case.

Therefore as no new information that I have not already considered has been submitted, I maintain my provisional decision and uphold Mr H's complaint and require Advantage to pay in lieu of the cost of repairs.

My final decision

For the reasons I uphold this complaint.

I require Advantage Insurance Company Limited to pay Mr H £1387.09 in lieu of the cost of repairs to his car.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 7 April 2023.

Sally-Ann Harding
Ombudsman