

## **The complaint**

Miss H complains Advantage Insurance Company Limited (Advantage) caused unnecessary delays and did not close her claim after she made a claim on her motor insurance policy.

Advantage are the underwriters of this policy i.e. the insurer. Part of this complaint concerns the actions of the broker. As Advantage have accepted it is accountable for the actions of the broker, in my decision, any reference to Advantage includes the actions of the broker.

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**

On 28 October 2021 Miss H was involved in a collision with a third-party whilst driving her car. She made a claim on her motor insurance policy.

Miss H's car was classed as a total loss and Advantage settled her claim in November 2021.

Miss H contacted Advantage in March 2022 to find out if the claim was still open. Advantage confirmed it was still open.

On 10 August 2022 because the claim was still open, Miss H made a complaint about the delay and that her claim had not been closed. And that there had been a lack of response to two emails that she had sent to advantage earlier in the month.

Miss H said that Advantage had not used the information she had given it at the time of the accident and that it had to ask her for this again in 2022 and this had caused delays.

Miss H said the delay in closing her claim had caused her to lose out on repayment of the excess payment she had paid. This was covered by a separate agreement with another company.

As Miss H was not happy with Advantage, she brought the complaint to our service.

Our investigator did not uphold the complaint. They looked into the case and felt there were no unreasonable delays caused by Advantage. They said the request for the police report was not delayed and that Advantage had acted fairly throughout the claim.

As Miss H 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 and why***

*Miss H's separate agreement with the other company does not form part of this complaint, I can only consider the complaint about Advantage*

*In this case the incident took place on 28 October 2021, and I saw evidence that Miss H made a call to Advantage from the scene of the incident to report her claim. I saw she gave all the information that she could to the call handler, including the name of the third-party involved.*

*I looked at the evidence provided by Advantage to what activity took place to progress the claim to a conclusion.*

*Advantage said Miss H caused a delay to her claim when she failed to return her car when it tried to recover it after the total loss settlement had been paid.*

*I saw evidence from December 2021 that one of Advantage's approved storage suppliers was chasing Miss H to return the car. However the car was not with her. It was actually located with another of Advantage's approved storage suppliers.*

*I saw on 23 January 2022 Advantage conducted a review of her claim file and the correct location of Miss H's car was noticed. Collection was organised and the claim progressed.*

*I do not think Miss H can be held responsible for any delay on the recovery of the salvage of her car.*

*Advantage have now said after reviewing this further with its suppliers it agreed there must have been an admin error. And the delay at the start was not caused by Miss H.*

*I saw that Miss H contacted Advantage on a regular basis in 2022 and the evidence shows Advantage responded most of the time with an update on progress.*

*I saw in March 2022 Advantage asked Miss H for the details of the third-party again. Miss H complains that she had given Advantage the details it needed on the day of the accident. She felt Advantage had caused a delay because it asked her again for the same details she had already given.*

*I saw that Advantage had recorded the details Miss H had given on the date of the accident but as these details did not match up to an insured third party it had asked her to reconfirm the details to ensure there was no mistake. It also required the police reference number which she had not been able to give them on the date of the accident.*

*Due to the third-party being found not to have motor insurance cover a police report had to be obtained. The claim could not be closed without all the information relating to the claim being gathered, including the police report being issued, and all the claim related costs being collated.*

*I saw the police report was requested on 31 March 2022, and it was received in mid-August 2022. I accept that Advantage had no control over the timescales it takes for the report to be returned after it is requested. But it could have been requested around two to three months earlier if Advantage had not made the admin error around collecting Miss H's car.*

*Advantage accepted and apologised that it failed to reply to Miss H's emails in August 2022 but said this had not delayed the claim process as actions were still being taken even though it had not kept her informed of it. Although I accept this lack of response was frustrating to Miss H, it did not cause any delay in obtaining the police report.*

*I have seen evidence that Hastings actively took action on Miss H's claim after receiving the police report. And it is entitled to try and recover its costs, before closing the claim.*

*As I found that Advantage did cause unnecessary delays, due to the admin error regarding return of Miss H's car, which in turn delayed the police report being requested and ultimately a delay in her claim being closed, I think it should pay her £200 in compensation.*

*Therefore, I intend to uphold Mrs H's complaint and intend to require Advantage to pay her £200 in compensation for the delay caused.*

### **Responses to my provisional decision**

Miss H responded to say she agreed with my provisional decision.

Advantage responded to say it agreed with my provisional decision.

### **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.

As both Miss H and Advantage accepted my provisional decision I maintain my provisional decision. I uphold Mrs H's complaint and require Advantage to pay her £200 in compensation for the delay caused.

### **My final decision**

For the reasons I have given I uphold this complaint.

I require Advantage Insurance Company Limited to pay Miss H £200 in compensation for the delay it caused when progressing her claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 17 April 2023.

Sally-Ann Harding  
**Ombudsman**