

The complaint

Miss L complains that Advantage Insurance Company Limited provided her with a poor service after she made a claim under her car insurance policy.

What happened

In June 2022 Miss L's car was damaged when a third-party vehicle rolled down a hill into her parked car.

Advantage said that the car was repairable, and it was recovered to storage by a breakdown company. The original allocated repairer was unable to complete the repairs, and so a second repair agent was assigned. The repairs were authorised in August and completed in October.

Following return of the vehicle, Miss L complained that there were some issues with the repair. Miss L said that her keyless antenna was damaged, there were areas of damage repair unsealed, the steering was creaking, and the diesel particulate filter (DPF) was blocked.

Advantage partially upheld the complaint and paid Miss L £50 compensation for the poor service, but they didn't agree on the issue of the steering or the DPF, which they said was wear and tear. They repaired the keyless antenna and the sealant.

Miss L was unhappy with Advantage's response and brought her complaint to us. One of our investigators looked into Miss L's complaint. He thought that Advantage should pay a further £300 compensation for the issues with the claim but didn't think that Advantage were responsible for the issues with the steering and the DPF.

Miss L accepted our investigator's view, but Advantage didn't and so the case has come to me to review.

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.

What I have to decide is whether Advantage have acted fairly and reasonably and in line with the terms of the policy when dealing with Miss L's claim.

I've carefully considered the information provided by Miss L and Advantage. I'm upholding this complaint and I will explain why.

I can see from the claim notes that there was an initial delay caused by the vehicle not being collected from storage, and the first approved repairer rejecting the job. The car was eventually repaired and returned to Miss L in October.

I consider that four months was longer than Miss L should have expected for a fairly straightforward body repair, and I can also see that Advantage's communication was poor with no proactive updates being provided, and Miss L having to chase Advantage several times to get her claim and repair progressed.

The situation was then aggravated by Miss L having to report that the repairs hadn't been fully completed. Although the car was returned to the repairer in December and corrected, and a courtesy car was provided, I am satisfied that unnecessary inconvenience was caused by this, which would not have been the case if the repairs had been completed properly in the first place.

Advantage have accepted that some of the repairs weren't completed to the required standard, and in December the repairer took the car back and corrected them. However, they dispute that the DPF blockage and the steering issue are related to the accident. Advantage have explained that the DPF is a device to filter diesel particles or soot from the exhaust gas of the diesel engine, and that it would only become blocked from usage. It can't therefore be related to the impact damage, and it wasn't caused by them whilst the car was in their care as it was mostly idle. They also say that the car passed its MOT test on 21 October, before being returned to Miss L, and if the DPF was blocked at that time, there would have been a warning light indicating that. I note that Miss L has provided me with a repairers receipt for getting the filter changed, but I'm satisfied that there is no evidence of a link between the blockage of the DPF and the accident or the repair, and so I can't fairly say it is the responsibility of Advantage to cover this cost.

In respect of the steering fault, Advantage have confirmed that they test drove the car before it was returned to Miss L and they didn't detect any noise or problem with the steering. I appreciate that Miss L has given me her testimony that she detects an issue when driving the car, but I haven't seen any evidence which suggests that there is an issue, or that it is linked to the accident or the repair.

So, I've thought about whether the offer of £50 is adequate compensation looking at the overall service provided here, and I agree with the investigator that a figure of £350 is more appropriate. I note that Advantage have said that delay wasn't a part of Miss L's original complaint, but it was mentioned in her original complaint to us as part of the overall service failings, and I consider the length of time the first repair took is relevant in the context of the quality of the overall service and repair, and so I am able to take it into account.

I've also taken into account Miss L's testimony about the impact of the poor service has had on her and her ability to carry out her day to day activities including her work.

Putting things right

To put things right, I think Advantage should pay Miss L an additional £300 for distress and inconvenience.

My final decision

My final decision is that I'm upholding Miss L's complaint and directing Advantage Insurance Company Limited to put things right as above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss L to accept or reject my decision before 14 June 2023.

Joanne Ward
Ombudsman