

The complaint

Mrs C has complained about the way Advantage Insurance Company Limited dealt with a claim she made under her motor insurance policy.

I will just refer to Advantage in this decision for simplicity, but this also includes its agents.

What happened

In summary, following an incident where another driver hit her car in the rear, Mrs C submitted a claim. She wanted Advantage to repair her car without her claim impacting her no claims bonus and without her paying the policy excess. The background to this complaint is well known to the parties, so I won't repeat it in detail again here. I'll focus on giving the reasons for my 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.

Having done so I agree with the conclusions reached by the investigator for these reasons:

- Firstly I can understand Mrs C's frustration that she's suffering losses through no fault of her own. She had the distress of the accident, the inconvenience of repairs being made, she had to pay her policy excess and she now has a fault recorded against her. I can sympathise with Mrs C's situation, but I don't uphold her complaint in full. I'll explain why this is.
- Advantage has shown that Mrs C's 'Essential' policy didn't include the uninsured driver promise. This promise would mean that if a policyholder is hit by an uninsured driver, who's completely at fault for the accident, they won't have to pay an excess, and their no claims discount (NCD) won't be affected. I appreciate that Mrs C was unaware her policy didn't contain this promise. She felt that as she had comprehensive insurance this was the highest level of cover she could have. However policies contain different terms and conditions and Mrs C's policy didn't contain the uninsured driver promise. This is apparent from her policy document. Accordingly there is no basis for me to conclude that it would be fair and reasonable for Advantage to treat her claim as one made under a policy that *did* have the promise.

- I can see that Mrs C doesn't feel she was in any way to blame for the accident – she was hit in the rear by a vehicle with a foreign number plate. But as Advantage hasn't yet been able to recover from the driver's insurer – the accident has been recorded as 'fault'. This is usual – it means that recovery wasn't possible and not necessarily that Mrs C was to blame. This being so I can't say that Advantage treated Mrs C unfairly by treating the accident as a fault one and requiring her to pay the policy excess.
- The claim led to Mrs C's premium being increased. As she had already renewed her policy this also came as a surprise to her. However it is now accepted that she has not been treated differently to how other policyholders would have been treated in the same position having notified a claim. As the increase in premium is no longer in dispute I won't comment further.
- That said the service Mrs C received was less than she could have expected. Mrs C was asking for her claim not to impact her no claims bonus. She has said that she was told she wouldn't need to pay the excess and that her no claims bonus wouldn't be impacted. This was incorrect and I accept it led to disappointment when it became apparent her claim wasn't being treated in this way.
- Additionally Mrs C had to chase to see what was happening with the repair of her car – she wasn't given regular updates. Advantage admitted a failing here and awarded Mrs C £60 in compensation. I appreciate that Advantage was trying to gain information about the third party from the police, but this in itself is not a reason not to keep Mrs C informed. Looking at Mrs C's claim journey as a whole I agree with our investigator that this sum didn't compensate her for the stress and inconvenience she encountered when making this claim. She wasn't updated or correctly informed. She needed to chase to find out what was happening. I find that a total figure of £250 is fair in all the circumstances.

My final decision

I uphold this complaint in part. I require Advantage Insurance Company Limited to pay Mrs C a total of £250 in compensation. Advantage can deduct any amount already paid.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 14 August 2023.

Lindsey Woloski
Ombudsman