

## **The complaint**

Mr P has complained about Advantage Insurance Company Limited. He isn't happy about the way it dealt with a claim under his motor insurance policy.

For ease of reading any reference to Advantage includes its agents and although Mr P's complaint has been advanced by his representative, I will mainly refer to him throughout.

## **What happened**

Mr P made a claim under his motor insurance policy and his car was repaired by Advantage. But when his car was returned he felt the car wasn't fully repaired and additional damage had been caused to his car. And so, he complained to Advantage and then this Service about this.

The settlement of the claim was drawn out and Advantage looked to pay Mr P a cash-in-lieu (CIL) payment for the repair of his car. But Mr P wasn't happy with the amount offered as his own repairing garage thought it would cost a lot more to repair. After a prolonged period and a lot of intervention and chasing from Mr P Advantage agreed to pay Mr P's full costs. And it offered £250 by way of compensation for the delay and poor service Mr P received alongside paying for hire car costs and paying a £100 loss of use payment (LofU).

Our investigator looked into things for Mr P and upheld his complaint. He undertook a thorough investigation and questioned Advantage about how it came to its decision to pay the full amount Mr P incurred having his car fully repaired privately. This was because Mr P questioned how the engineer had concluded the costings of the repair. And he thought Advantage should increase the level of compensation by £250 in acknowledgment of the various errors it made.

As Mr P didn't agree and felt he should be paid a lot more in compensation (over £1,500), the matter has been passed to me for 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.

Having done so I can understand why Mr P is unhappy as he has had to face a fair degree of inconvenience in advancing his complaint, chasing Advantage and getting his car fully repaired. But I agree with our investigator that an additional £250 by way of compensation, now the full CIL payment has been agreed, is fair.

As the majority of the complaint has been finalised I don't propose to go over the finer detail again here and I'll just look to focus on the level of compensation as that is the main thing Mr P remains unhappy about. But I think it's important to explain I've read and taken into account all of the information provided by both parties, in reaching my decision.

If I've not reflected something that's been said in this decision it's not because I didn't see it, it's because I didn't deem it relevant to the crux of the complaint. This isn't intended as a discourtesy to either party, but merely to reflect my informal role in deciding what a fair and reasonable outcome is. This also means I don't think it's necessary to get an answer, or provide my own answer, to every question raised unless it's relevant to the crux of the complaint.

I know Mr P thinks Advantage have acted fraudulently in relation to how it has considered his claim. And especially in relation to the independent reports it commissioned in relation to the repair of his car that led to its initial offer that he thought was deliberately low. I can understand his position and I can see that our investigator tried to understand what went wrong and what led to Advantage's lower offer.

However, Advantage eventually agreed to pay the full amount Mr P's garage suggested it would cost to pay to repair all the damage he wanted. The aim of this Service in looking at complaints is to try and put a consumer back into the position they would've been but for the error made. In paying the full costs Mr P will incur, some as a gesture of goodwill, Mr P has been put back into the position he would've been but for the error. So, the only thing left to consider is the delay, inconvenience and poor service Mr P had to face in finalising this position.

I know Mr P's representative has suggested Mr P should be paid the original shortfall from what Advantage initially offered to what he was eventually paid for the repair and rectification work (amounting to over £1500). But that isn't how we look at any poor service a consumer receives. And in fact, this would be classed as betterment as I don't think Advantage should pay twice for the level of work required.

Our awards for compensation are generally modest and I note that Advantage has paid Mr P £100 LofU and paid £250 compensation already. And I can see that it paid over £300 towards hire car costs as a gesture of goodwill as well so the level of compensation already awarded was relatively high and I don't think an award of over £1,500 would be fair here.

I'm not looking to punish a business for any errors made when I look at compensation levels. And so, I think an additional £250 for the ongoing stress and inconvenience Mr P faced in getting Advantage to pay his own garage's quotation, including the hassle of chasing Advantage and its independent engineers to get to the bottom of why its quotes were so much lower, seems fair.

Given all of this, I think the fair and reasonable thing to do, in the particular circumstances of this case, is for Advantage to pay Mr P an additional £250 compensation.

### **My final decision**

It follows, for the reasons given above, that I think this complaint should be upheld. I require Advantage Insurance Company Limited to pay Mr P an additional £250 in compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 21 December 2023.

Colin Keegan  
**Ombudsman**