

## **The complaint**

Mr R has complained about the service he received from Advantage Insurance Company Limited under his motor policy following an accident with his car. He specifically complained about the delay in providing a courtesy car.

## **What happened**

Mr R was involved in accident on 12 December 2022 and Advantage took his car to its approved repairers. Those repairers initially told Mr R his car was a total loss on. As the incident happened just before Christmas and Mr R would then be without a car, he made arrangements to try and find another car. He did but he had to pay a non-refundable deposit of £500.

He also thought he was entitled to a courtesy car as that's what he had opted for on the aggregate website whilst finding this policy. But Advantage explained his policy only provided for a courtesy car in the event his car was being repaired.

It turned out Mr R's car was in fact repairable, so he was entitled to a courtesy car, but this was at odds with what Advantage's approved repairer initially told him. Advantage decided this on 14 December and then told Mr R this on 16 December.

Given the mixed messages from the approved repairers plus the confusion over a courtesy car, Mr R said it had been very distressing given it was all so close to Christmas. Advantage didn't think it had done anything wrong but paid Mr R £30 compensation for the slight delay in providing the courtesy car.

Mr R remained dissatisfied and brought his complaint to us. The investigator felt Advantage could have done more and said it should pay Mr R a further £100 compensation. Whilst Mr R agreed, Advantage didn't, so Mr R's complaint has been passed to me to decide.

## **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'm upholding this complaint along the same lines as the investigator. I'll now explain why.

Being involved in an accident is always a distressing event and although car insurers like Advantage aren't at all responsible for the accident occurring, it knows how distressing it can be for their customers involved.

Mr R suffered from two instances of confusion. The first was that he thought given the details he had inputted into the aggregator website in finding this policy he would always be entitled to a courtesy car. This was obviously wrong as Advantage explained its policy in line with

many others in the industry don't provide a courtesy unless the car is taken to one of its approved repairers and more importantly that the car was deemed repairable.

This brings us to the second area of confusion, Advantage's approved repairers told Mr R his car would be deemed a total loss. Given it was near Christmas and given it was then clear to Mr R he wouldn't be at all entitled to a courtesy car given his car was apparently a total loss, this caused him to go out searching for a new car. He wasn't told by Advantage it would check its approved repairer's view on his car, or that the decision could change. Whilst I'm not that convinced Advantage overly delayed, I do consider its and its approved repairers communications with Mr R were less than clear at the time, which caused Mr R more aggravation and inconvenience than necessary.

Therefore, I do consider the payment of further compensation to be warranted. I'm of the view that the investigator's thoughts of a further £100 compensation to be fair and reasonable in these circumstances and of the level I would have decided on if he hadn't already suggested it. Whilst I don't have any evidence of the non-refundable deposit Mr R said he paid on another car, I do consider he was put to unnecessary trouble and upset given the mixed messages he received from Advantage and its approved repairers over whether his car was a total loss or not. I consider Mr R had no reason to doubt the approved repairers view that his car would be deemed a total loss. The approved repairers are agents of Advantage, and it was perfectly understandable why Mr R relied on their opinion, regardless of the fact that their decision was overridden.

### **My final decision**

So, for these reasons, it's my final decision that I uphold this complaint.

I now require Advantage Insurance Company Limited to pay Mr R a further sum of £100 compensation in addition to the £30 it already paid him.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 8 November 2023.

Rona Doyle  
**Ombudsman**