

The complaint

Mr J has complained about the poor service he received when he made a claim under his car insurance policy with Advantage Insurance Company Limited

What happened

Mr J made a claim to his insurer, Advantage for damage to his car on 13 December 2022. Advantage arranged for Mr J's car to be assessed for repair by an approved repairer (AR) but Mr J's car wasn't taken to an AR until 13 January 2023.

Mr J complained that he had found the claims process stressful in having to constantly chase Advantage for updates. When Mr J's car was returned to him following repair, he raised a further complaint as he said there were outstanding issues with the repairs.

Advantage has paid Mr J a total of £245 compensation for the distress and inconvenience caused by its poor service and delays. But it doesn't agree the outstanding issues were incident related and so hasn't agreed to meet the costs of additional repairs.

Mr J doesn't feel Advantage has done enough to compensate him for the experience he had dealing with it. He wanted Advantage to refund the year's premium he paid for the policy to him.

Our Investigator thought Advantage should pay Mr J a further £300 for loss of use as his car wasn't deemed roadworthy during the period of delay, so £10 a day for 30 days. She didn't agree Advantage should refund the policy premium to Mr J as he had received the benefit of making a claim under it (even though he was unhappy with the repairs.)

Both parties disagreed. Advantage said it is reasonable to allow a week for it to arrange for repairs. So it says it will agree to pay £240 for loss of use.

Mr J says the recommendations the Investigator has made isn't enough to put things right. So the case 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.

There's no dispute that Advantage caused delays in its handling of Mr J's claim and I understand Mr J remains unhappy with what Advantage has done to resolve his complaint. However, I think the compensation it has paid for the distress and inconvenience caused by its poor service is a fair amount and line with awards we give in similar circumstances. It's inevitable that there will be a degree of disruption and our own time when having to make a claim. But I agree that Advantage's poor service meant Mr J's experience caused distress over and above what I would deem reasonable.

The AR examined Mr J's car after the first repairs were carried out. They found the issues raised were not incident related damage, but caused by wear and tear. I haven't seen any evidence to contradict their findings and so I don't think it was unreasonable of Advantage to rely on the AR's assessment here.

I appreciate that Advantage says it is reasonable to take up to a week to arrange for an AR to start repairs and provide a replacement car. But I think a fair outcome in this case, as Mr J's car wasn't driveable, is for Advantage to pay £300 for loss of use. I've seen an email from Mr J to Advantage dated 16 January 2023 where he confirmed he still didn't have access to a replacement vehicle.

My final decision

For the reasons I've given above, my final decision is that I uphold this complaint. I require Advantage Insurance Company Limited to pay Mr J £300 for loss of use.

Advantage Insurance Company Limited must pay the compensation (for loss of use) within 28 days of the date on which we tell it Mr J accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at a simple rate of 8% a year.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 25 December 2023.

Geraldine Newbold
Ombudsman