

The complaint

Mr B complains about the delays caused by Advantage Insurance Company Limited after he claimed on his car insurance policy.

What happened

Mr B was driving his car and involved in a car accident, there were no other parties involved in the accident. Mr B claimed on his policy with Advantage for the damage to his car. Advantage took the details of the claim and let Mr B know it would need to look into the claim further to check it was covered. It said this was because Mr B had been breathalysed at the scene of the accident and taken to a Police station.

A couple of months later, as Advantage hadn't decided whether Mr B's claim was covered or not, he complained. He said the claim was taking too long and he'd been given incorrect information by Advantage. Advantage looked into the complaint but didn't uphold it. It said the lack of response and response times from the Police were beyond its control and so didn't think it had done anything wrong as it needed to validate the accident circumstances.

Mr B didn't agree and referred his complaint here. He said the claim had taken too long and Advantage had given incorrect information about what was happening. He provided a copy of an e-mail which said that the Police weren't taking any further action in relation to him being breathalysed.

After the complaint was referred here Advantage reviewed its position. Advantage said it had requested the Police report from a general enquires desk and received a response which let it know the correct department to direct the query to. However, Advantage didn't do anything with this for another 44 days and so offered Mr B £100 compensation for the delays it caused.

Our Investigator reviewed the complaint and thought Advantage's offer was fair. She found that Advantage had requested the Police report to determine whether further action was taken by the Police following Mr B being breathalysed and taken to the Police station. She acknowledged that Mr B had provided an e-mail which said further action wasn't being taken but thought it was fair Advantage verify this.

Mr B didn't agree, he said the claim still hadn't been paid and it was now six months after the accident. Our Investigator explained she'd only considered the delays up until the date of the final response letter, 22May 2023, and so while it was now a few months later, he would need to raise that separately.

Mr B accepted that he would need to raise what had happened since he complained separately, but also asked for an Ombudsman's decision. So, the complaint has come 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.

I would like to start by confirming that in this complaint I am only considering the delays in Advantage's handling of Mr B's claim up to 22 May 2023. I understand he has now raised any complaints since this date separately with Advantage.

Under industry guidelines Advantage is required to deal with claims promptly and fairly. I've therefore, looked at whether it has done so here. Advantage accepts there have been delays on Mr B's claim but has also said it isn't responsible for some of the delays. I've considered the timeline of the claim and it's clear there have been delays and failings by Advantage.

I say this because while claims can take some time, particularly when the circumstances need validating, I'm not satisfied Advantage has dealt with the claim as promptly as it should. In this case Advantage wanted to verify if further action had been taken by the Police due to Mr B being breathalysed, and I think that's fair and reasonable as there is a possibility his claim may not be covered by his policy. But by Advantage not requesting the Police report when it should have, Mr B's claim has taken longer than it should.

Mr B's claim was made on 17 February 2023, however, Advantage didn't request the Police report until 3 May 2023. Advantage has acknowledged this was 44 days after it had been notified by the Police of the correct department to contact. From this it's clear there is at least six weeks of delays. It therefore follows that Advantage needs to compensate him for the avoidable delays it caused.

Advantage has offered £100 compensation and I'm satisfied this is fair and reasonable for those 44 days delay. I say this as at the point Mr B complained, in May 2023, I'm satisfied Advantage had caused unnecessary delays of around 44 day. £100 is fair and reasonable compensation for this delay and so I'm not going to direct Advantage to pay anymore. If Mr B's claim is ultimately paid and there are further delays and he feels Advantage have caused a further loss, after 22 May 2023, this would need to be considered separately. I know this will be a disappointment to Mr B but I'm not going to tell Advantage to pay any more compensation for the delays caused up to 22 May 2023.

My final decision

For the reasons explained above, my final decision is that I uphold this complaint. I require Advantage Insurance Company Limited to pay Mr B £100 for distress and inconvenience if not already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 25 April 2024.

Alex Newman
Ombudsman