

The complaint

Miss A says that after she made a claim on her motor insurance policy Advantage Insurance Company Limited didn't ensure the repaired parts of her car matched the rest.

What happened

The passenger-side door and rear panel of Miss A's car were damaged in an accident. Although she was happy with the quality of the repairs to the damaged parts, she noted that Advantage's repairer had replaced the stripes on the door and the panel. As the remaining stripes on the car had faded with age / weather conditions, the new stripes were obvious. So Miss A wasn't happy with the car's appearance and feared its value had reduced. Advantage disagreed. It said it wouldn't replace anything not related to the accident or the repair.

One of our investigators thought Advantage had put Miss A back in the position she was in before the accident, as the damage to the car had been repaired. He thought if Advantage replaced the remaining stripes it would amount to betterment. Miss A said the original stripes hadn't needed to be replaced, but as the repairer had chosen to do so, the only way to get the car back to its pre-accident condition would be for all the stripes to be replaced.

As there was no agreement, the complaint was passed to me for review. I issued a provisional decision upholding Miss A's complaint. In summary, I said the following:

- We couldn't dispute the view of Advantage's repairer that the damage to the panel meant replacing it (and hence the stripe) or pulling out the dents (which would have damaged the original stripe and required a new one). So even if the door could have been fixed without damaging its stripe, the adjoining stripe wouldn't have matched.
- Insurers aren't generally required to repair or replace non-damaged parts, but we look at what seems fair and reasonable in each case. Sometimes, if replaced parts don't match original parts, we require an insurer to do more than the policy sets out.
- Advantage says the colour of the new stripes will fade in time, but the original stripes had already faded, so they're unlikely ever to match the new ones. As the car is a limited-edition model, and the stripes were part of the original specification, potential buyers are likely to be particular about its appearance.
- It wouldn't be fair for Advantage to pay the full cost of replacing the remaining stripes (as they're non-damaged parts). But in this particular case it would be reasonable for it to contribute 50% of that cost. It wouldn't amount to betterment, as the car should be returned to its pre-accident state visually.

I asked the parties to comment on my provisional findings.

Miss A said the cost of the additional new stripes would be high. She said that's why Advantage hadn't replaced them. Advantage then obtained a quote for replacing the remaining stripes (£583.72, of which £291.86 would be its 50% contribution). Miss A said she wasn't prepared to pay the other half towards repairs that weren't completed properly in

the first place. She pointed out that the premium she'd paid was based on the car's make and model - and that she'd had to pay a £500 excess already.

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.

The premium Miss A paid Advantage covered her car for various perils, including accident damage. And she agreed to the £500 policy excess, which is payable on every claim.

I think Advantage did what it was required to do under the policy, by repairing the damage to the car to a good standard. But in this case I think it should do more than the policy requires. There's no evidence that the car's value has declined as a result of the new stripes, but I can see why Miss A doesn't like the way it now looks. I also think it's more likely than not that potential purchasers of this particular car will be more concerned than average about its appearance. Non-matching stripes may limit its appeal.

We think asking an insurer to do more than it's required to do under the policy is appropriate in some circumstances, and I think that's the case here. But I don't think it would be fair and reasonable to require Advantage to pay the full cost of the replacement stripes. Our approach is that where it seems reasonable that *non-damaged parts* should be replaced, an insurer should only be required to make a *contribution* to the cost, not to pay all of it.

As Miss A doesn't think a 50% contribution from Advantage towards the replacement of the remaining stripes is sufficient, I know she'll be disappointed with my final decision. But I don't think it would be fair and reasonable to require it to do anything more than that.

My final decision

My final decision is that I uphold Miss A's complaint. I require Advantage Insurance Company Limited to pay 50% of the cost of the remaining replacement stripes for her car.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 29 December 2023.

Susan Ewins

Ombudsman