

The complaint

Mr P and Mrs P complain about Advantage Insurance Company Limited's ("Advantage") handling of their claim under their car insurance policy.

Mr P has acted as the main representative during the claim and complaint process. So, for ease of reference, I will refer to any actions taken, or comments made, by either Mr P or Mrs P as "Mr P" throughout the decision.

What happened

Mr P's car was involved in an accident while he was travelling to the airport to go on holiday. Mr P reported the accident to Advantage and also called again the following day to discuss the next steps. Mr P says he understood from the calls that, on his return from holiday, Advantage would, on the same day, arrange to have his car collected and be provided a courtesy car to enable him and his family to get home that day.

Mr P says, on his return, he contacted Advantage and they instructed a company – who I'll refer to as company E – to deal with the recovery of his car and also to provide a courtesy car. Mr P says he was then informed company E couldn't guarantee a courtesy car that day and another company had to collect his car. Mr P then incurred travel costs of £200 for him and his family to travel home. Mr P complained about being misinformed about the collection of his car and being given a courtesy car, and about call times and being passed between different companies.

Advantage responded and explained, during the calls prior to Mr P going on holiday, their call handlers didn't provide incorrect information in relation to the collection of his car or about when a courtesy car would be provided. They said, at no point did either call handler confirm a courtesy car would be provided on the day Mr P returned. Advantage explained their call handlers also referred to the section of the policy which covered Mr P for travel expenses in the event a courtesy car couldn't be provided on the day. They accepted Mr P was left on hold for lengthy periods of time and was passed back and forth during calls. They upheld this part of the complaint and paid £50 compensation for the frustration caused.

Our investigator looked into things for Mr P and Mrs P. She didn't uphold the complaint about Mr P not receiving a courtesy car on the day he returned from holiday. She also thought the £50 compensation paid was reasonable for the time spent by Mr P on calls. Mr P and Mrs P disagreed so the matter has come to me for a decision.

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've decided not to uphold the complaint. I understand Mr P and Mrs P will be disappointed by this but I'll explain why I have made this decision.

Collection of Mr P's car and providing a courtesy car

I understand Mr P says he was clear during the calls about his family's situation – he says he explained the accident happened on his way to the airport to go on holiday and he would be returning in a week with no way of getting home as his car was damaged. Mr P says he understood from the calls that, on his return, Advantage would, on the same day, arrange to have his car collected and they'll provide a courtesy car to enable Mr P and his family to get home.

I've listened to call recordings where Mr P first informs Advantage of the accident, and then a later call to discuss the next steps in more detail. In the first notification of loss call, Mr P explains he has been involved in an accident and describes the circumstances. He explains he's about to go on holiday for a week and his car is parked at the airport car park. The call handler explains, based on the accident circumstances described, they would be treating it as a non-fault accident, and they expect a full recovery. The call handler explains they'll be looking at sorting things out. Mr P then explains he needs to leave the call as his flight will be boarding soon. The call handler asks if Mr P can call back the next day as they need to discuss instructing their services and to instruct recovery of Mr P's car. The call handler explains they'll email Mr P to confirm all the information they need and then, when Mr P calls back, they'll get everything instructed.

Mr P calls back the following day and explains he returns in a week, and he'll need to move his car from the car park, and he wants to discuss the next steps and how he'll get home. The call handler says, *"What you'd have to do though, because we couldn't instruct services now because you'd have to be with the car to come and get the car..."* The call handler then explains, as soon as Mr P returns, to give them a call so they can instruct company E to collect his car and also give Mr P a courtesy car. Mr P explains he returns very early in the morning, and he has a hotel booked. He queries how long it will take to get a courtesy car and whether a courtesy car will be dropped off to him that day. Mr P asks if it's something that can be arranged now, and the call handler explains they can't arrange it for a future date. They explain the recovery works on a *"here and now"* basis so they can't book it for a date a week in advance.

The call handler confirms their opening hours and says Mr P will need to call them and company E will collect his car and also supply a courtesy car. The call handler says, *"When you're on the phone with us, once we've instructed services, we then pass you straight through on the phone to [company E] to sort the car out."* Mr P asks, *"Will they drop a hire car off to our location, is that correct?"* and the call handler says, *"Yes, they'll sort you out with a hire car, because it's a non-fault claim."* The call handler then explains he needs to make some further enquiries as the third party's registration wasn't appearing on his system, and if that's the case company E won't handle the matter. The call handler explains they'll be looking into the registration issue, but Mr P will need to call them when he returns. The call then ends with the call handler informing Mr P not to worry *"...and when you come back it will get sorted on that Friday."*

Mr P then returns from holiday and makes several calls to Advantage for arrangements to be made for his car to be collected and to be provided a courtesy car. Mr P's car is then collected by a recovery agent that day. But, during these calls, the call handlers explain they can't guarantee a courtesy car that day. A courtesy car was then provided three days later.

I acknowledge Mr P says he was led to believe a courtesy car would be supplied on the day of his return, but I can't say the evidence suggests this information was given by the call handlers. During the first call, the call handler isn't able to take all details due to Mr P needing to board his flight. During this call though the call handler does explain they'll be treating this as a non-fault accident and will need to instruct their services. The following day,

when Mr P calls back, I agree Mr P did make it clear he returns in a week and will need to travel home. But, while the call handler explains the process they'll follow on Mr P's return, they don't provide any definite timescales or guarantee that Mr P will receive a courtesy car on the day of his return.

During the call, I acknowledge Mr P does seek clarity and asks whether a courtesy car will be delivered to his location when he returns, and the call handler does say 'yes' and follows this up by saying company E will sort out a courtesy car. But the call handler doesn't at any point commit to a timescale or confirm the courtesy car will be provided on the day Mr P returns. The call handler does say, at the end of the call, things will get sorted on the Friday Mr P returns. But earlier in the call, the call handler does explain the process - with the next steps being Advantage instructing services once Mr P calls them on his return. So, I think the call handler's reference to getting things sorted on the Friday was in relation to instructing services – and not supplying Mr P with a courtesy car that day. I accept it might've helped if the call handler here had clarified at this point that there's no guarantee a courtesy car will be provided on the same day Mr P returns. But I don't think this, in itself, means Advantage acted unreasonably. I say this because, the call handler didn't give a guarantee a car will be provided the same day.

I understand Mr P is concerned about why the arrangements for the collection of his car and provision of a courtesy car couldn't be made sooner so that things were already in place on his return. During Mr P's second call, the call handler explains they can't arrange the recovery now as Mr P will need to be with his car when it's recovered – and I can't say this is unreasonable. I can see Mr P also queries why the courtesy car couldn't be arranged in advance. Advantage say their expectations are for company E to provide a courtesy car within 48 hours of the instruction being sent, if they have the third-party insurance details. I acknowledge Mr P's point about why the instruction couldn't be sent to company E following his second call, but it's clear there were enquiries being made by Advantage around the third-party's registration – and this was discussed during that call. So, I can't say it was unreasonable for no instruction to have been given at that point. I can see company E were then able to locate the UK handling agent for the foreign third-party vehicle and Mr P was then provided a courtesy car the same day. So, I can't say Advantage have acted unreasonably here.

Travel expenses

I can see Mr P's policy terms and conditions allow up to £50 per person, up to a maximum of £250, for travel expenses. During the calls Mr P makes to Advantage on his return, the call handlers explain they can't guarantee Mr P will receive a courtesy car that day as it's arranged through company E, and not them. It's clear Mr P is frustrated by this, and two call handlers do then refer to the travel expenses section of the policy. I think it was reasonable for the call handlers to refer to this as it provided Mr P with an alternative option should a courtesy car not be supplied that day.

I understand Mr P incurred expenses of £200 to travel home, and I can see Advantage have offered to reimburse this on receipt of proof of costs. I understand Mr P says he doesn't have any evidence of this, but I can't say it's unreasonable for Advantage to ask for evidence of any expenses incurred.

Call times

There's no dispute in relation to this part of the complaint. Advantage accept they got things wrong when Mr P was left on hold for lengthy periods of time and also being passed between different companies. It's clear Mr P was becoming frustrated when call handlers were asking Mr P to contact company E, particularly as Mr P was explaining to the call

handlers he had already contacted them and they'd referred him back to Advantage. There were also calls where, although the call handlers explained they were seeking guidance from a colleague, Mr P was left on hold for unreasonable periods of time. So, taking this all into account, and given this all happened over a relatively limited period of time, I think the £50 compensation paid is fair and reasonable in the circumstances.

I understand Mr P and Mrs P will be disappointed, and I do acknowledge their worry and frustration when, on returning from their holiday and their car being collected, they were left with no courtesy car to travel home. But, for the reasons I've mentioned, I can't say Advantage provided any guarantees that a courtesy car would be provided on the same day Mr P returned from holiday. I wish to reassure Mr P I've read and considered everything he has sent in, but if I haven't mentioned a particular point or piece of evidence, it isn't because I haven't seen it or thought about it. It's just that I don't feel I need to reference it to explain my decision. This isn't intended as a discourtesy and is a reflection of the informal nature of our service.

My final decision

For the reasons I have given, it is my final decision that the complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P and Mrs P to accept or reject my decision before 16 January 2024.

Paviter Dhaddy
Ombudsman