

The complaint

Mr A complains that Advantage Insurance Company Limited (“Advantage”) damaged his car when it was repairing it following a claim on his motor insurance policy. When I mention Advantage I also mean its suppliers and repairers.

What happened

Mr A had a motor insurance policy with Advantage covering his car.

In February 2023 his car was damaged to its front nearside in a collision and he made a claim.

Advantage collected his car and it was taken to an approved repairer. The collision damage was repaired and the car returned to him.

When the car came back, Mr A says there was damage to three of the alloy wheels, which he thought had been damaged while it was away being repaired. Also, the electronic handbrake wouldn’t work and there was water and mould in the boot. Advantage told Mr A he couldn’t fix the car until it was inspected so it remained out of use from April.

Advantage arranged for an independent assessor to examine the car and provided Mr A with a hire car for a period.

The report was inconclusive so Mr A arranged for an inspection of the car by a main dealer at a cost of £99. He also hired a car for £200 before Advantage gave him one.

He complained to Advantage about its service and lack of progress on sorting out the damage. Advantage paid him £125 compensation but it didn’t provide him with its final response within eight weeks, so Mr A brought his complaint to this service.

Our investigator looked into it and thought it would be upheld. She said he thought Advantage should refund the £99 and £200 costs Mr A had paid. But she thought Advantage had shown the wheel damage was pre-existing. She also thought it should pay him an additional £75 compensation.

Advantage accepted the view but Mr A didn’t. He asks for compensation over four figures.

Because he didn’t agree, this complaint has been passed to me to make a final decision.

I issued a provisional decision to allow the parties to consider the matter further:

I’m proposing to uphold Mr A’s complaint and I’ll explain why. I’m issuing this as a provisional decision because I think it’s important to clarify that I think Advantage is responsible for fixing some damage, and because I think Mr A should receive additional compensation because of the distress and inconvenience he’s been caused.

It’s important I say that I’m only able to consider Mr A’s complaint up to a certain point. I can see that Advantage issued him a final response letter, but the damage under consideration

in this complaint was still under investigation at the time it was sent. So I think it's fair that I deal with the problems I set out above in this provisional decision.

I can see from his later correspondence that Mr A has noticed further problems with the appearance of his car and the way it drives. If he wishes, he can make a further complaint to Advantage about this, and this service in due course if he remains unhappy.

From the information I have I can see that it took Advantage about a month to arrange for Mr A's car to be taken to its approved repairer. Then it took a further month to return the car to Mr A. Once he'd told Advantage about the extra damage, I can see there was a significant delay in dealing with whose responsibility it was. There are various companies mentioned in the file, but all of them were operating as agents of Advantage. So Advantage is reasonably responsible for their actions.

It's normal with an insurance claim to expect a certain amount of disruption to normal life. But from the claims journey Mr A has had, I can see that Advantage's service has led to delays and problems throughout.

Looking at the problems Mr A has encountered since his car was returned, I can see that he discussed the need to have the car inspected at some length with Advantage. Advantage arranged for an independent assessor to look at the car, which took place over three months after the accident. This report was inconclusive so Advantage told Mr A he could arrange for a further inspection at his cost, or it would arrange for it.

Mr A took the car to a main dealer which was able to confirm that the seals to the boot were in working order, so the water ingress was likely due to the boot being left open. In turn, this likely meant that the handbrake wasn't functioning.

I can see Advantage has accepted that the water in the boot area was caused by its repairer, so I think it's fair that Advantage fix the problem. It's my understanding that the area has dried out and the handbrake issue fixed by the main dealer. So I think it's fair that Advantage pay for the £99 cost of the inspection, plus any remaining rectification work to remove water and mould from the boot.

Mr A has said he doesn't want the original repairer to work on the car again, and I think it's fair that he says this. So if further work is needed, Advantage need to offer other options to him from its repairer network. If Mr A isn't happy with these options then I think it's fair that he chooses a repairer and Advantage pay the reasonable cost of repair to the damage it caused to his car.

I also think it's fair Advantage pay Mr A's car hire costs of £200 and I can see it's accepted both of these costs for it to pay.

But I've looked at the evidence about the state of the wheels on the car. I can see that there's a report saying that three of the wheels showed evidence of kerb damage when the car was collected by Advantage. These were both nearside wheels and the rear offside.

I can see that the front nearside tyre was replaced (and seemingly the affected wheel refurbished) under the claim. But the pictures I have seem to show that the damage on the other wheels was present when the car was taken away by Advantage. So I can't uphold this part of Mr A's complaint.

I've thought carefully about the service Mr A had during his claim. Mr A seems to have been doing most of the work in chasing up his claim. I can see very few examples in the file when Advantage pro-actively managed the situation. I appreciate that Mr A still thinks there are

issues with the car from the repair work done by Advantage and I can see how it's continued to cause him stress and inconvenience, but as I say above I'm not able to consider this until he's brought that complaint to Advantage.

So, I'm only able to consider his distress and inconvenience in the earlier part of his complaint. I've looked at this and this service's guidelines on compensation. I can see Advantage has already paid Mr A £125 for the claims delays, but I don't think this is sufficient for the inconvenience it caused him that were caused by its repairer's poor work. I think the appropriate level of compensation would be £300 in total, so an additional £175 over what's already been paid.

Responses to my provisional decision

Advantage didn't respond to my provisional decision.

Mr A responded and said he'd sold the car, so there was no need to include the requirement for Advantage to pay for repairs in my decision. Mr A also explained in more detail about the inconvenience and stress he'd suffered because of Advantage's poor service. He asks for an apology from it.

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've read Mr A's response to my provisional decision and I'm sorry to hear about his recent loss.

Mr A has said he's now sold his car. What that means is that I've changed my final decision and removed the need for Advantage to pay for further work that needed doing to rectify the issue with the boot.

Mr A has also detailed examples of his inconvenience caused by Advantage during the claim. I've thought carefully about his comments and considered this service's guidelines on compensation. I know he's asked for a higher figure, but I think £300 is the appropriate level of compensation. This is in addition to the refunds of £200 car hire cost and £99 for the diagnostic work.

I've said above that Mr A asks for an apology from Advantage and I think this is a fair request.

My final decision

It's my final decision that I uphold this complaint. I direct Advantage Insurance Company Limited to:

- Pay Mr A a total of £300 for his distress and inconvenience. It's my understanding that £125 has already been paid, so this can be deducted.
- Refund £200 for car hire, and £99 for the diagnostic work.
- Write to Mr A apologising for its poor service.

Advantage Insurance Company Limited must pay the amount within 28 days of the date on which we tell it Mr A accepts my final decision. If it pays later than this, it must also pay

interest on the amount from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 15 March 2024.

Richard Sowden
Ombudsman