

The complaint

Mrs S has complained about how Advantage Insurance Company Limited (Advantage) dealt with a claim under a motor insurance policy.

References to Advantage include companies acting on its behalf.

What happened

Mrs S was involved in an accident while driving her car. She contacted Advantage to make a claim. A few weeks later, Mrs S complained to Advantage as she was concerned by delays in progressing the claim. When Advantage replied, it said Mrs S's car was driveable and it prioritised non-driveable cars for repair. It said a link had not been sent to Mrs S to provide images of the vehicle damage, but this had now been sent. Once the photos were reviewed, a date would be offered to book in the vehicle and a courtesy car would be provided while it was on site. It offered £50 compensation for the delays.

A few months later, Mrs S complained again. She said there had been further delays in repairing the vehicle. She was also unhappy about the size of courtesy car she was offered and its condition.

When Advantage replied, it said it had offered a larger size courtesy car than the policy provided for. It apologised that the courtesy car was dirty and not to the required standard. It said the garage repairing the car had tried to book Mrs S's car in for repairs as soon as it could. But Mrs S's car was driveable. The garage had also ordered the parts, which were now on-site. However, Mrs S was unhappy with the size of the courtesy car, so the garage hadn't been able to book her car in. It said if Mrs S wanted her car repaired, she could contact the garage to book it in. It offered £30 compensation for the condition of the courtesy car.

Mrs S complained to this service. Our investigator didn't uphold the complaint. She said the £50 compensation was fair for the delays at the start of the claim process. However, it was a business decision by Advantage to prioritise non-driveable cars and Mrs S's car was driveable. The courtesy car offered was larger than the size specified in the policy. She said the £30 offered for the condition of the courtesy car was reasonable.

As Mrs S didn't agree, the complaint was referred to me.

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 don't uphold this complaint. I will explain why.

Mrs S was concerned about the time it took for her car to be booked in for a repair. Looking at what happened, there seemed to be an initial delay in Advantage requesting information from Mrs S so the car's condition could be assessed. When Mrs S complained, Advantage took steps to ensure the car was assessed and offered £50 compensation. I think that was fair in the circumstances to recognise the delay and the impact on Mrs S.

Advantage explained that it prioritised vehicles that weren't driveable. Mrs S's car was assessed to be driveable. It's my understanding that parts of her car were dented and a wing and the bonnet were out of alignment. I'm aware the sensors on the car kept going off, which caused Mrs S concern when she was driving. Based on what I've seen, although I can understand that Mrs S might not have wanted to drive the car, I haven't seen anything to show it wasn't driveable. It's a business decision for Advantage to make on how it prioritises vehicle repairs and I'm unable to tell it how it should operate.

Mrs S's car was initially booked in for a repair just over two months after she first made the claim. By this time, the parts had been ordered and were at the garage. However, the booking was then changed to a date just under two months later, as the garage had other repairs it said it needed to prioritise. I can understand this was frustrating for Mrs S. But I'm also mindful that she had a driveable car.

When the car was then due to be repaired, the garage provided a courtesy car. Mrs S refused the courtesy car as she said it wasn't big enough for her family and that it was dirty. So, Mrs S said she didn't want the repair to go ahead, as she wanted a bigger courtesy car. Advantage checked the position with Mrs S and explained that if the repair didn't take place, she would be liable for the cost of the parts, as they were on site and not returnable.

I've looked at the policy terms and conditions. These said: "*The replacement car will be provided by your Insurer's Nominated Repairer*" and "*The replacement car will usually be a group A vehicle, such as a Ford Ka*". Advantage provided a group C vehicle, which Mrs S said was too small for her family to fit in. However, in my view, I can't fairly say that what Advantage offered was unreasonable. It offered a bigger car than it was required to under the policy. Its nominated repairer also said this was the biggest car it had.

Mrs S also said the car was dirty and had some exterior damage. When Advantage replied to the complaint, it accepted that the car provided hadn't been to the required standard. It said it would provide feedback to the garage. It also later offered £30 compensation. I think that was reasonable.

So, I think Advantage's response to the issues with the courtesy car was fair in the circumstances. I don't think I can reasonably say that it should do anything more. Advantage told Mrs S she could still contact the garage to book the repair. It was then for Mrs S to decide if she wanted to do so.

Based on everything I've seen, I don't uphold this complaint or require Advantage to do anything further in relation to it.

I'm aware that since Advantage responded to the complaint, Mrs S has been involved in another accident and wanted Advantage to carry out both repairs at the same time. I'm

unable to comment on this, as it doesn't form part of the complaints I'm looking at. Mrs S would need to raise this with Advantage.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 30 April 2024.

Louise O'Sullivan
Ombudsman