

The complaint

Mr D complains that Advantage Insurance Company Limited has failed to arrange a phone call to discuss a claim under his motor insurance policy.

Where I refer to Advantage, this includes the actions of its agents and claims handlers for which it takes responsibility.

What happened

In 2022, Mr D made a claim to Advantage under his motor insurance policy. He was unhappy with the way it was being handled so he raised a complaint.

Advantage issued its complaint response in January 2023. It upheld the three points Mr D had raised and paid £100 compensation for what went wrong. In this response, Advantage set out two options in respect to Mr D's claim and it said it would call him to explain these in detail including the impact these will have on his renewal and premiums.

Mr D escalated his complaint to our service, but our Investigator was satisfied Advantage had done enough to put things right.

Mr D didn't receive the call promised by Advantage, so he raised a further complaint. Advantage issued its complaint response in March 2023 explaining that the call back request had been incorrectly marked as complete. It paid £75 compensation to put things right.

As Mr D remained unhappy, he contacted our service. And in August 2023 our Investigator issued his findings to say he was satisfied the offer of compensation fairly reflected what had gone wrong, so he didn't think Advantage needed to pay more. But he said Advantage still needed to arrange the call to Mr D at a convenient time to discuss the options and any questions Mr D has. Both sides accepted these findings.

In October 2023, Mr D raised a further complaint as Advantage hadn't contacted him to arrange a call. Advantage upheld the complaint and paid £150 compensation. It said an email would be sent to Mr D arranging a call.

In November 2023, Mr D raised another complaint as he hadn't received the email promised and his vehicle had not been repaired. Advantage initially didn't uphold the complaint. Whilst it acknowledged an email hadn't been sent to Mr D to arrange a call, several call attempts had been made in regard to the vehicle repair. It later agreed to pay a further £50 compensation.

Mr D has brought his two latest complaints to our service. Our Investigator was satisfied the compensation paid was fair in the circumstances. But he said Advantage need to email Mr D as promised to arrange the call he's been waiting for since January 2023.

Advantage didn't respond to our Investigator's findings. But Mr D has told us he doesn't agree as he believes more compensation should be paid. So the complaint has been passed 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'm aware that Mr D wants us to consider Advantage's failings from January 2023. However, as he's received and accepted our Investigator's recommendations on his complaint up until August 2023, I won't be able to revisit any issues prior to this date. For clarity, I'm only looking at what's happened since August 2023 up until Advantage's latest complaint response in November 2023.

It's not in dispute that Advantage has failed to do what it promised it would by emailing Mr D to arrange a convenient time to call. So I don't need to make a finding on whether or not Advantage did something wrong here – it did. What I need to decide is whether it's done enough to put things right.

I've thought about the impact Mr D suffered as a result of not receiving this email during the three-month period that I'm considering. Whilst Mr D hasn't given us any specific detail of how he's been affected, I've no doubt this would've been frustrating for him and he's been put to the inconvenience of having to chase Advantage and raise additional complaints.

That said, it's not clear to me why Mr D hasn't been able to initiate this conversation himself. It's clear he's been able to email Advantage in order to raise his complaints, so I think he could've emailed to let Advantage know when he'll be available to accept a call and to set out the specific questions he wishes to raise about the options available.

Compensation isn't intended to fine or punish a business, it's to recognise the impact the business' actions have had on its customer. Mr D has received a total of £200 compensation for the three-month period that he hasn't received the promised email from Advantage. From the information available, I'm satisfied this adequately compensates him for the impact Advantage's inaction would've had on him.

Advantage still needs to arrange the promised call to Mr D. And if it continues not to do so, Mr D is entitled to raise further complaints.

My final decision

I'm upholding this complaint and direct Advantage Insurance Company Limited to email Mr D to arrange the promised phone call to discuss his claim options. This must take place within 28 days of Mr D's acceptance of this decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 1 May 2024.

Sheryl Sibley
Ombudsman