

## **The complaint**

Miss C complains about the way Advantage Insurance Company Limited (“Advantage”) handled a claim she made under her motor insurance policy.

Any references to Advantage in this decision include its appointed agents.

## **What happened**

Miss C had a car accident in April 2023 which wasn’t her fault. She contacted her insurer and in June 2023 her vehicle went in for repairs. Miss C says she was initially advised that the vehicle required paint only, which would take between 5-10 days to complete. Miss C recalls mentioning that the car’s MOT would soon be due and she needed it back for this. However, once the timeframe given had passed and the vehicle’s MOT was due, Miss C says she chased the repairer, having received no updates.

Miss C also says she phoned the repairer on multiple occasions to ask it to provide a week’s notice before returning the car to her, so she could book her MOT for the same date. But this didn’t happen. The car was returned to Miss C on 3 August 2023 and the earliest Miss C could get an MOT booked in for was 7 August 2023.

In addition, Miss C says that she was told her car needed a new bumper. She believes the car did not require this as there was no damage to the bumper in the accident. She also says she found out that the repairer changed the headlight and she says that to date it has not given any reason why. Miss C was also unhappy to find out that the repairer had left her car doors open, moved the car numerous times to different locations, and that it was driven on the motorway without a valid MOT. She also left a review for the repairer, was asked to take it down, and threatened with legal action if she did not.

Miss C adds that she asked for a report to see which repairs were carried out to her vehicle, but to date has not received one.

Advantage says its appointed repairer did not treat Miss C in the way it would expect and it apologised to Miss C for this. It also offered Miss C £200 to compensate her for the distress and inconvenience caused by the poor customer journey she experienced – and a further £50 compensation for the fact that the repairer contacted her about her review. Miss C did not feel this was sufficient and referred her complaint to this service.

Our investigator considered what had happened and thought the complaint should be upheld. She recommended Advantage increase the amount of compensation to £400.

Advantage accepted our investigator’s assessment but Miss C didn’t agree. She felt the level of compensation did not adequately reflect the way she was treated. Because Miss C didn’t agree with our investigator, the complaint has now come 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.

Having done so, I've decided to uphold this complaint. I'll explain why.

From everything I've seen, I agree with Miss C that the service she received from her insurer and its approved repairer was unacceptable. I also think the insurer's offer of £250 was insufficient. I don't consider it professional for the repairer to have failed to provide updates regarding Miss C's vehicle, to have failed to provide a report showing the breakdown of work carried out, and to have contacted her about her review, in addition to the other things Miss C has complained about. Overall, I believe Miss C has suffered distress and inconvenience due to the way she was treated, for which she should be compensated.

However, I think £400 is fair compensation for the issues Miss C experienced. Miss C can look on our website at examples of compensation awards. Awards of this amount are for mistakes where the impact has caused considerable distress, upset and worry – and significant inconvenience that has taken a lot of extra effort to sort out. The impact usually lasts over many weeks or months. I think this adequately describes what has happened here and so I think the award of £400 compensation is fair and reasonable in the circumstances of this case.

Miss C has mentioned potential costs of £4,000 to put right issues with her vehicle that she believes the repairer caused. But she hasn't provided evidence of those costs being incurred, nor is there enough information to show that the repairer is responsible for any future potential costs.

I've looked carefully at the screenshots Miss C has sent me which appear to show the vehicle in different locations whilst it was in for repair. I can't say how accurate the tracking was at the time, but if it was being driven around this would be unacceptable. However, I haven't seen enough evidence that the vehicle was damaged further whilst with the repairer. Miss C refers to a recent car service revealing that there was a leak in the engine oil. Although I can understand why Miss C feels these problems are the repairer's fault, I haven't seen enough supporting evidence which would make me think it's likely that these issues were in fact caused by the repairer. So whilst Miss C is free to reach these conclusions, I cannot rely on Miss C's opinion alone to increase the level of compensation due to her, beyond what I think is fair and reasonable in the circumstances.

If Miss C obtains evidence in the future that her car was indeed likely to have been damaged by the repairer, then she will be free to make a new complaint to her insurer about this. And if her insurer does not resolve the complaint to her satisfaction, she will also be entitled to bring a new complaint to this service. In doing so, she should provide evidence of additional costs she has had to incur, supported by any evidence that this service has not yet seen and was not available to her previously, to show how these additional problems were likely to have been caused.

I realise Miss C is disappointed with this level of compensation. But she hasn't given sufficient reasons why a higher award would be warranted in her case, or why the level of compensation offered doesn't reflect the impact Advantage's errors had on her. And as I've explained, the compensation awarded is in line with other similar cases where the impact of a business's errors has been significant.

### **Putting things right**

Advantage must now pay Miss C £400 compensation for distress and inconvenience.

**My final decision**

My final decision is that I uphold this complaint and require Advantage Insurance Company Limited to put things right as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 1 June 2024.

Ifrah Malik  
**Ombudsman**