

## **The complaint**

Miss S complains about how Advantage Insurance Company Limited (“Advantage”) handled a claim under her motor insurance policy.

## **What happened**

Miss S had a motor insurance policy with Advantage covering her car.

In August 2023 she was involved in an incident which damaged her car. She contacted Advantage and made a claim.

Advantage appointed three separate approved repairers, but none of them could accept the work to repair Miss S’s car.

About ten days after the claim was made, an approved repairer then carried out a desktop assessment of the damage and said it thought her car would be declared a total loss.

This wasn’t correct. Miss S later arranged for her car to be repaired by her choice of repairer. She had to pay an additional excess of £250 for this.

She complained to Advantage about its service. She wasn’t provided with a courtesy or hire car. This meant she had to pay for taxi to get her children to school, and she missed four weeks work as she couldn’t get there.

Her complaint timed out and Miss S brought her complaint to this service. Advantage then responded and said it would uphold her complaint and it offered her compensation. But our investigator didn’t think it’d offered enough.

She thought Advantage needed to pay Miss S:

- £280 for the loss of use of her car at £10 per day for 28 days
- Loss of earnings at £409.08 plus interest at 8% simple
- £250 own repairer excess plus interest at 8% simple
- £200 compensation for her distress and inconvenience.

Miss S accepted the view. Advantage agreed with the view, but then didn’t respond further.

Because Advantage didn’t respond, this complaint has been passed to me to make a final 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'm upholding this complaint.

I've read about Miss S's claims journey and I think Advantage's service has been poor throughout.

In its final response, it said it agreed that it should have arranged for a hire car, or other courtesy car, to be supplied to Miss S.

There's a period of 28 days during her claim when Miss S didn't have access to a car from Advantage. I've looked at Miss S's costs during this period, when she was booking taxis to transport her children to and from school, and I think £10 per day is the appropriate level of payment.

I can also see Miss S wasn't able to get herself to work during this time, which has meant she's lost earnings from this period. Again, I think Advantage's failure to provide her with a car during this period led directly to her losing money and I think it needs to reimburse her, plus interest.

Advantage also agreed the desktop decision to declare the car a total loss was incorrect, and I can see Miss S arranged for her choice of repairer to take the repair work on.

Given Advantage's service to that point, I'm not surprised by Miss S's choice. And I don't think it's fair that she had to pay a higher excess towards the repairs given that she'd been left in that situation by Advantage's service.

So I think Advantage should refund her the extra amount she'd paid for the excess which is £250. I think Advantage should also pay interest on this amount.

I've also thought about Miss S's distress during this period. She's told this service about the anxiety of having her damaged car on the school run and how much distress it caused her. I can see from the file that she's accepted £200 compensation for this, so this is the amount I will award.

### **My final decision**

For the reasons set out above, my final decision is that I uphold this complaint. I direct Advantage Insurance Company Limited to pay Miss S:

- £280 at £10 per day for 28 days loss of use of her car
- £258.68 for loss of earnings during August to early September, plus 8% simple interest from 28 September 2023 until the date this payment is made.
- £150.40 for loss of earnings during September, plus 8% simple interest from 27 October 2023 until this payment is made.
- £250 for her own repairer excess, plus 8% simple interest from 3 October 2023 until this payment is made.
- £200 compensation for the distress and inconvenience caused.

Advantage Insurance Company Limited must pay the amounts within 28 days of the date on which we tell it Miss S 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.

If Advantage Insurance Company Limited considers that it's required by HM Revenue & Customs to withhold income tax from that interest, it should tell Miss S how much it's taken off. It should also give Miss S a tax deduction certificate if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 13 May 2024.

Richard Sowden  
**Ombudsman**