

## The complaint

Mr C says Advantage Insurance Company Limited didn't ensure his car was repaired properly and within a reasonable time after he made a claim on his motor insurance policy. He says that led to distress and inconvenience, plus a substantial financial loss. Any reference to Advantage in this decision includes its agents.

## What happened

Mr C's car was damaged in an accident on 23 March 2023. He says it was for sale at the time and that a buyer had offered £10,500 for it. He says the buyer agreed to wait for repairs to be done, but lost interest when they dragged on. Mr C also says he'd paid a deposit on another car and ended up part-exchanging the damaged car for £7,000 in September 2023.

Although Advantage and its agents carried out the initial repairs on Mr C's car fairly quickly, he thought they hadn't been done properly - and that some repairs hadn't been done at all. Mr C complained to Advantage about that and about the small courtesy car he'd been given. In June 2023 Advantage accepted that the repairs were incomplete initially. It said that was because not all the work set out in the repairer's estimate had been authorised by its engineers. It said the further work had since been authorised, but it recognised there had been an unnecessary delay. Advantage offered Mr C £120 compensation and said it had appointed an independent engineer to review the car. It also said the policy only entitled him to a small courtesy car, but that it had arranged hire through one of its agents.

Mr C told us that when the independent engineer reviewed the car at the start of July 2023 he said all the repair issues Mr C had noted were valid concerns and that the rear door on the driver's side should be replaced. He estimated the further cost of repairs at around £1,500. Advantage agreed to authorise all the work, and it raised its compensation offer to £250. Meanwhile, the repairer had taken the car back for further work - before Advantage authorised the independent engineer's findings. It was returned to Mr C on 18 July 2023. But as the rear door hadn't been replaced, the issues arising from that remained.

Mr C said there were further delays from July 2023 to September 2023. And when Advantage told him on 4 October 2023 that the repairer was still waiting for the new door to be delivered, Mr C told Advantage he'd sold the car. Advantage said as the extra work now couldn't be carried out, it would close its file.

Mr C complained to us about being out of pocket by £3,500 due to the way his claim had been dealt with and the ensuing delays. One of our investigators agreed there had been errors and delays during the repairs process. Initially, she thought the £250 compensation offered by Advantage was fair, although having taken into account Mr C's personal circumstances, she thought it should pay £350 (which it agreed to do). The investigator didn't think Advantage was to blame for Mr C's financial loss, as he'd sold the car before it could finalise the repairs. And she noted that he was unhappy about the way he was passed around between Advantage and its agents, and with the service he got from them. She said all these issues would have to be dealt with as part of a new complaint.

As there was no agreement, the complaint was passed to me for review.

### **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.

In this decision, I can only review the issues Mr C raised with Advantage that were dealt with in its final response letter on 28 June 2023. I asked the parties to provide some details of what happened after that date in order to clarify what happened before it.

I think Mr C was distressed and inconvenienced by the initial poor repairs to his car. Although Advantage agreed to have them rectified, it looks as though there was a dispute about what extra work should be done. Mr C was unhappy with the car when it was returned to him for the second time. And he was right to be unhappy, as major issues remained, and the independent engineer confirmed that the rear door needed to be replaced. In the meantime, Mr C thought the car was unsafe, as when he drove it, external noise made it clear that the rear door wasn't properly sealed. That must have been very worrying.

I can see why Mr C was so upset about the repairs, especially as he then had to deal with Advantage *and* its agents, which would have been inconvenient and time consuming. Mr C wasn't happy with the courtesy car he was given either, and although he was only entitled to a small car, his personal circumstances meant it was hard for him to manage with one. He was given a hire car at some point, but in reply to a query from us, neither party gave us clear details about the dates on which each of the replacement cars was provided. I think the issue with the small courtesy car contributed to Mr C's frustration – and it could have been avoided had his personal circumstances been considered at the start.

Mr C says he lost the sale that was agreed before the accident happened, as the buyer lost interest when the repairs dragged on. Mr C hasn't provided anything to show that a sale fell through, and I can only base my conclusions on the evidence and on what's more likely than not to have happened. Mr C says the sale of his car was agreed at £10,500, although Advantage's engineer only valued the car at around £8,500 - and the national trade guide valuations are around that sum. I have no reason to doubt that Mr C had a buyer, and if an agreed sale fell through, it must have been annoying for Mr C. But the delays caused by the poor repairs alone would have been very frustrating and annoying on their own.

I don't think the compensation of £120 proposed initially by Advantage was sufficient, although I think it acted reasonably in instructing an independent engineer at that point. When the independent engineer pointed out how much damage remained to be repaired, I don't think it was enough to raise the compensation to £250. But Advantage agreed later on with the investigator's proposal to raise that sum to £350.

Mr C told us there was confusion between Advantage and its agents between July and September 2023, and that he was greatly inconvenienced by it. He said the continuing delay led to his decision to sell the car at a loss in September 2023. He also says he sold the car to avoid losing the deposit he'd paid on a new one. And he told us he thought Advantage should have written the car off, due to the extent of the damage to it - although that wasn't part of his original complaint. As Advantage hasn't had the chance to investigate that, or the other issues that arose after it had replied to Mr C's initial concerns, I can't comment on them. They can be reviewed by Advantage if Mr C decides to make a new complaint to it, and if he's unhappy with its response, Mr C can make a further complaint to us.

For the distress and inconvenience Mr C faced up to the end of June 2023, I think it would be fair and reasonable for Advantage to pay him £350 compensation, as it has agreed to do.

### **My final decision**

My final decision is that I uphold this complaint. I require Advantage Insurance Company Limited to pay Mr C £350 compensation for distress and inconvenience, as agreed.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 14 August 2024.

Susan Ewins  
**Ombudsman**