

The complaint

Mr M complains that after making a claim under his car insurance with Advantage Insurance Company Limited (Advantage), his car was returned to him from the repairing garage with new damage and issues which weren't there before.

What happened

Mr M has a car insurance policy with Advantage. In October 2023, Mr M contacted Advantage to make a claim for damage to the front bumper on his car. Repairs were carried out by Advantage's approved repairer and the car was returned to Mr M.

However, Mr M says that his car was returned to him with new damage which wasn't there prior to being taken in for repairs, the battery was dead and multiple faults now appeared on the dashboard.

Mr M complained to Advantage, but they didn't agree their repair agent was responsible for the reported issues, so they declined to do anything further.

As Mr M remained unhappy, he approached the Financial Ombudsman Service.

One of our investigators looked into things but she didn't uphold the complaint. She said that when Mr M reported the claim, he also mentioned other historic damage to his car. She said that the approved repairer took photos of pre-existing damage, and a service report noted warning lights on the dash prior to the car being taken to the approved repairer too. So, the investigator wasn't persuaded the approved repairer was responsible for the reported issues.

Mr M didn't agree and asked for a final decision from an ombudsman.

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, whilst I appreciate it'll come as a disappointment to Mr M, I've reached the same overall outcome as our investigator.

Mr M made a claim to Advantage for damage to the front bumper on his car. He was in hospital at the time and said he hadn't seen the damage himself but had been told about it. The claim was accepted, and Mr M's car was taken in for repair at Advantage's approved repairer.

Mr M says Advantage's repair agent then returned his car to him with new damage, battery issues and there were warning lights on the dashboard which weren't there previously. He wants Advantage to carry out additional repairs to his car to fix these issues.

For me to recommend Advantage carry out additional repairs, I'd need to be persuaded that they (or their approved repairer) were responsible for the additional damage and issues

reported. But based on everything I've seen, on balance, I'm not persuaded I can fairly conclude they were. I'll explain why.

The original claim was made by Mr M for front bumper damage. Mr M says his car was returned with rear damage, including cracked rear lights, dents, issues with the rear camera and battery issues. And Mr M says warning lights were also on the dashboard which weren't present before it was taken in for repairs.

I've listened to the call that Mr M had with Advantage when originally making the claim. During this, along with the bumper damage, Mr M asked if Advantage could also repair other damage at the same time to other areas of his car from "ages ago". Advantage said that as the other areas weren't related to the front bumper damage incident, they couldn't be repaired under the same claim - which isn't unreasonable. So, from this, it's clear that there was already some separate pre-existing damage to Mr M's car, which he was aware of, separate to the front bumper damage.

However, Mr M says that during the call, he was talking about different damage to that which he says was caused by the repairer, as it was in different areas. And he's provided images of his car, which he says supports the damage he is claiming for now wasn't there prior to the approved agent repairs. However, I'm not persuaded these images, on balance, sufficiently demonstrate that the additional damage or issues were most likely caused by Advantage's repair agent. I'll explain why.

The images of Mr M's car that he provided show the car from several different angles (although not all sides), and I agree there isn't the same damage he says the repairer caused visible in these. So, this shows that the damage wasn't present when those images were taken. And Mr M says they were taken just before it went in for repair.

However, the repairer also took various photos of Mr M's car when it was taken to them for repair. Those images show Mr M's car in a vastly different condition to that of Mr M's images.

The images taken by the repairer show Mr M's car was very dirty when they were taken. For example, there are multiple visible handprints in the dirt which show that the boot has been opened and closed many times previously and that the dirt is most likely longstanding. The wheels are also very dirty, with multiple marks on them, and the rear camera looks to be hanging down. By contrast, the images provided by Mr M, which he says were taken immediately before his vehicle was taken for repair, show the car in a very clean condition, which is vastly different to the condition when it was photographed by the repairer a short time later.

So, given the significant difference in the images and the condition of the car in them, on balance, I don't find Mr M's images persuasive in demonstrating there was no damage immediately prior to the approved repairer receiving his car and completing works, or consequently that they are responsible for causing additional damage.

Mr M also says his car was returned to him with warning lights on the dashboard which weren't there before his car was in for repair. Mr M said the only warning light present prior to this was for the cooling system.

However, Mr M has provided a copy of an inspection report from the manufacturer from around ten days before he made a claim to Advantage and his vehicle was taken to the approved repairer. The manufacturer reported:

"Coolant system fault on dash – Requires investigation"

Multiple faults on dash – requires investigation”

Therefore, this shows there was a coolant fault on the dash as Mr M says, but it also shows there were multiple other faults noted on the dash too, and this was prior to the car going to Advantage’s approved repairer. Therefore, on balance, I can’t reasonably conclude that Advantage’s repair agent is responsible for causing the dashboard warnings either.

The manufacturer report also noted a number of other issues with the car, which shows it had wider pre-existing issues prior to being taken to the approved repairer. This includes dangerous tyres, severe impact damage to all the wheels, and the brakes were worn too. It also noted a battery was required.

Having taken everything into account, I won’t be directing Advantage to do anything further as I’m not persuaded, on balance, that the repairing garage is responsible for causing the additional damage or issues as alleged.

My final decision

It’s my final decision that I don’t uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr M to accept or reject my decision before 5 June 2024.

Callum Milne
Ombudsman