

## **The complaint**

Miss M complains Advantage Insurance Company Limited took too long to close her motor insurance claim.

Advantage's been represented by agents for the claim and complaint. For simplicity I've generally referred to its agents' actions as being its own.

## **What happened**

In April 2022 Miss M's vehicle was damaged. She claimed against her Advantage motor insurance policy. Her car was repaired. Advantage instructed a solicitor (S) to seek recovery of its cost from a third-party.

In December 2023 Miss M complained to Advantage. She was unhappy that, because claim costs hadn't yet been recovered from the third-party, the claim was still recorded as open. She said it was affecting her insurance premiums. She felt because the third-party had confirmed it would settle, the claim should have been closed already.

Advantage explained the delay was due to a problem with the third-party's solicitor. It had gone into administration. Advantage said, even though the third-party had said it would settle, it couldn't record the claim as closed until it received payment. It accepted its communication with Miss M hadn't been good enough. It said it would liaise with S for regular updates. It offered £75 compensation.

Miss M wasn't satisfied with Advantage's response. She considered its position on the claim record to be unreasonable. So in January 2024 she referred her complaint to the Financial Ombudsman Service. She wanted her claim to be closed as non-fault and to be paid compensation for the delay and stress she had experienced.

In February 2024 the claim was closed by Advantage as non-fault – with her No Claim Discount (NCD) unaffected.

Our Investigator considered the cost recovery and claim record complaint points from March 2023. He considered relevant events before that date to be out of jurisdiction. That was because Advantage had issued earlier complaint responses - but Miss M hadn't referred a related complaint to this Service in time.

The Investigator didn't feel Advantage or its agent, S, had been responsible for any avoidable delay. He felt it could have provided more regular updates – but considered the £75 compensation to be enough to recognise any poor service. He wasn't persuaded Advantage was responsible for the health issue Miss M said resulted from her experience. As Miss M didn't accept that outcome the complaint was passed to me to decide.

In line with the Investigator I've considered Advantage's actions, to recover costs and its decision to keep the claim open, from March 2023 onwards. Miss M has raised a further complaint about not being informed an open claim wouldn't affect her renewal premium. Advantage issued a separate complaint response for that point. That complaint is being

considered by this Service under a different complaint record. So I haven't addressed that complaint in this 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.

As this is an informal service I'm not going to respond here to every point or piece of evidence Miss M and Advantage have provided. Instead I've focused on those I consider to be key or central to the issue. But I would like to reassure both that I have considered everything submitted.

I've considered Miss M and Advantage's comments alongside records of contact. Having done so I'm satisfied with Advantage's explanation of the delay. Essentially it was out of its hands. A key reason for delay was the third-party solicitor going into administration, delaying settlement. I'm satisfied S took reasonable actions to progress the claim.

So I don't find Advantage or S to be responsible for any avoidable delay in settling the claim. Neither do I consider its decision to keep the claim open, until it received payment from the third-party, to be unreasonable. In any event, Miss M's 2023 renewal premium was calculated based on the claim being non-fault and NCD unaffected. So it seems she wasn't financially affected by any delay, regardless of responsibility.

I'm satisfied the compensation already offered to Miss M is enough to recognise the impact on her of any poor communications or any other failures Advantage, or S, is responsible for in the scope of this complaint. I say that having considered everything she's said and provided about the impact on her and her health.

So I'm not going to require Advantage to pay Miss M any further compensation or to do anything differently.

### **My final decision**

For the reasons given above, I don't uphold Miss M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 23 August 2024.

Daniel Martin  
**Ombudsman**