

The complaint

Mr D and Miss B are unhappy with the way Advantage Insurance Company Limited handled a motor insurance claim.

My references to Advantage include their agents.

What happened

Mr D has a motor insurance policy with Advantage and Miss B is a named driver.

In September 2023, Mr D's car was unfortunately damaged in an incident as a third party unexpectedly pulled out from a side road and collided with the side of it. Miss B was driving at the time.

The third party's insurer accepted liability for the claim and Advantage therefore arranged for Mr D's car to be inspected and repaired. However, the car was returned with a warning light still showing on the dashboard. When questioned about this, the engineer explained that he'd traced this issue to a sensor that had previously been removed. So, this issue was pre-existing and therefore wasn't rectified as part of the repairs.

Mr D didn't think this was fair. He said the warning light wasn't showing before the collision had taken place, and he assumed the light would disappear once the repairs were completed. So, he asked Advantage to reconsider and treat the matter as a formal complaint.

Advantage's position remained the same in their final response, however, they did say they'd reconsider the matter, if Mr D could provide expert evidence which shows the first time the light appeared was the day of the accident. Mr D therefore took his car to a garage and asked them to run a diagnostic test, but they said they couldn't help with this issue. Mr D then asked Advantage to arrange for a test to be completed or rectify the issue, but they declined to do so.

An investigator then considered the complaint but didn't uphold it. He said based on the circumstances of the accident, the engineer's comments and the supporting photograph, Advantage had acted reasonably by treating the disputed damage as pre-existing. He also didn't think they'd acted unfairly by declining to arrange a diagnostic report.

Mr D didn't agree and requested a decision. He said he'd not completed any repairs on the car since purchasing it and the warning light had never shown before. So, if Advantage arranged a diagnostic report or helped him investigate the matter further, they'd see it was the collision that caused the problem.

So, I've considered the complaint afresh.

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.

Our service doesn't determine how damage to a car has been caused as that's a matter for the experts in these situations, the insurance companies, and engineers. However, in complaints of this nature, we are required to consider whether the insurer considered all the available evidence and if they can justify their decision to not pay for additional repairs. Having done so here, I'm sorry to disappoint Mr D, but I don't uphold this complaint and I'll now explain why.

Advantage have provided the comments they received from the repairing engineer, and they say:

"The light was already on when we received the photographs prior to collection. When we used the diagnostic machine it was showing this fault related to a sensor which would have been located behind the front bumper . We removed the front bumper (which wasn't in respect of the accident) and the sensor had been removed at sometime prior with the wiring loom to this sensor/Rader which was taped up with insulation tape as per attached images. Hope this claim clarifies the position for the P/H complaint as this issue is historic to the claim".

I think these comments are sufficiently clear, and it was reasonable for Advantage to rely on them as they were completed by the engineer who inspected and repaired Mr D's car. I've also reviewed the photograph that was provided alongside these comments, and it appears to support the engineer's conclusion as the insulation tape is clearly shown.

Mr D has said the sensor may have fallen off during the collision. I can't rule out this possibility entirely, but if that was the case, I would reasonably have expected the engineer to have found the sensor, and this wouldn't explain the insulation tape. I also note that there is no dispute the light was showing when the car was collected following the incident, and Mr D's car was hit from the side. So, everything considered, and based on the available evidence, I think Advantage acted in a fair and reasonable way by concluding this issue was pre-existing.

I appreciate Mr D feels Advantage should arrange for a diagnostic report to be completed, but I respectfully disagree. Advantage have investigated this concern by asking the engineer who repaired his car for their comments, and as detailed above, their conclusions are clear. So, I don't think they acted unreasonably by concluding they already had enough expert evidence to fairly decline this part of the claim.

Advantage have agreed to reconsider the matter if Mr D provides supporting alternative expert evidence. This is what I'd reasonably expect them to do as it gives Mr D the opportunity to evidence his point of view. I appreciate Mr D has since tried to gain this evidence and was unsuccessful, but I'm not satisfied this means Advantage have done anything wrong. Their suggestion was reasonable, and under the circumstances I don't think they should do anything more.

My final decision

For the reasons I've explained I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D and Miss B to accept or reject my decision before 24 July 2024.

Claire Greene
Ombudsman