

The complaint

Mr H complains that Advantage Insurance Company Limited won't repair his car after he made a claim on his motor insurance policy. He wants his car fully repaired.

What happened

Mr H's car was damaged in an accident, and he made a claim on his policy. He was unhappy with delays in the claim, communication issues, difficulties with getting a courtesy car and that his car was returned dirty. Advantage said it paid Mr H £450 compensation for these service failings. But Mr H was also unhappy that the car's engine failed, and that Advantage wouldn't pay for this repair as it said this wasn't accident related.

Our Investigator didn't recommend that the complaint should be upheld. She thought Advantage had reasonably relied on two reports from independent engineers and a dealer's diagnostic report to decide that the engine damage wasn't accident related. She thought a report from Mr H's garage wasn't persuasive. And she thought Advantage's payment of compensation for its service failings was fair and reasonable.

Mr H replied asking for an Ombudsman's review, so his complaint has come to me for a final decision. He said Advantage's report said his car was working when it was taken to its garage for repairs. He thought his car's engine and brakes had seized as Advantage had kept it for a year without telling him that it wouldn't cover the engine repairs. He wanted compensation for this.

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.

I can understand that Mr H felt frustrated that he was without his car for a year. He's explained that this has caused him financial difficulties and stress. And I was sorry to hear about this. I can see that he's adamant that Advantage's delays caused further damage to his car.

Advantage has a responsibility to deal with claims promptly and fairly. So I've looked at the claim journey to see if it caused any avoidable delays in the claim. Mr H said that his car was hit in the rear, and he needed a new bumper.

Mr H told Advantage from the start of the claim that his car was unroadworthy due to the broken rear light. He wanted the car repaired close to his address. Advantage instructed a repairer promptly, but there were issues with the repairer's capacity and then with the availability of a courtesy car.

Mr H had the rear lights repaired himself to keep the car on the road. He also thought that sensors had been damaged and he said his garage advised him to wait for Advantage to carry out the repairs.

It took a month for Advantage to assign the car to a garage to undertake the repairs. But the garage said it wasn't able to contact Mr H to arrange a booking-in date for the repairs. In the

meantime, Mr H had the car's rear light repaired and he was able to drive it for three months. So he mitigated his losses and kept himself mobile.

The car then broke down and it was taken to a garage where it was kept for six or seven months. The car had electrical faults and wouldn't start. Advantage then said the electrical faults were unrelated to the accident and it wouldn't cover them. But Mr H thought this was due to Advantage's repairer's care of the car. Mr H said the problems weren't evident before the car was taken for repairs. So Advantage instructed an independent assessor to inspect the car. I think that was fair and reasonable as a way of resolving the dispute.

The independent assessor said the starter motor fault wasn't accident related. But he couldn't rule out that it may have been damaged whilst in the care of the repairer. So Advantage agreed to replace the starter motor.

But Advantage said it then caused a delay of over two months in arranging for these repairs to be authorised. It paid Mr H £100 compensation for this. But it said Mr H had been out of the country for six weeks in this period. And so I can't say that Advantage should pay him further compensation for being without his car in this time.

But the car's engine had then seized, and Mr H thought this was accident related. Advantage had the car inspected by a dealer's garage and then sought further advice from the independent assessor. It said this showed that the damage had been caused by leakage over a long period and not in a single instance. The engineer concluded that this was unrelated to the accident or repairs.

We're not engineers. We don't assess whether or how damage to a vehicle would be caused as this is a matter for the experts in these situations, the insurance companies and engineers. Our role in these complaints is to determine whether an insurance company has considered all the available evidence and whether it can justify its decision to not pay for additional repairs.

I can see that Advantage relied on reports from the independent assessor and the dealer's garage to decide that the engine failure wasn't related to the accident. Mr H provided a brief report from his own garage made when he had the rear light repaired. This noted problems with the sensors. But it doesn't provide further detail or state that this was accident related.

I can see that Advantage's engineers considered this report and didn't find it persuasive when compared to the detailed reports provided by the independent assessor and the dealer's garage. So I'm satisfied that Advantage has considered all the evidence available and justified its decision not to take responsibility for the car's engine failure.

I can understand that Mr H feels frustrated that his car was taken for repair of a damaged bumper and is now not running and needs a new engine. But I can't see that he's provided sufficient expert evidence to show that Advantage is responsible for causing this failure. I think Advantage's evidence establishes that it had been developing over a period of time and was unrelated to the accident.

I can also understand that Mr H felt frustrated by how long it took for the agreed repairs to be made, for the long periods on hold with Advantage, and with the cleanliness of his car when it was returned to him. Advantage paid Mr H £400 compensation for his trouble and upset, £50 to have his car cleaned, and £35.40 for his travel costs. I think that's in keeping with our published guidance for the impact of the service errors. And so I think that's fair and reasonable.

My final decision

For the reasons given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 26 August 2024.

Phillip Berechree
Ombudsman