

## **The complaint**

Mr C has complained about the service he received from Advantage Insurance Company Limited, having made a claim on his motor insurance policy.

## **What happened**

The background to this complaint is well known to the parties so I won't repeat the details in full here. In summary Advantage authorised repairs to Mr C's car through its approved repairer.

The repairer carried out a pre-repair diagnostics test which indicated two sensors were faulty – one at the front and one at the rear. When Mr C went to collect his car, he found the park assist wasn't working and declined to take his car back in that condition

The repairer said that the rear sensor wasn't damaged as part of the accident and this was the reason it hadn't been repaired. Mr C disputed this, he said that it had been working prior to the accident.

Mr C was concerned that he had been given conflicting information and complained to Advantage. He was also unhappy with the time taken for his car to be returned. During that time, he had a courtesy car which was much smaller than his own car and not suitable for his needs.

Advantage agreed that there had been a delay whilst its engineer was looking into the matter. It paid Mr C £75 in compensation and agreed to provide Mr C a copy of the pre repair diagnostics report.

Our investigator recommended that the complaint was upheld for the service issues Mr C had encountered. She recommended Advantage pay Mr C a further £150 in compensation.

Advantage didn't agree. It offered a further £75 in compensation.

As no agreement has been reached the matter has been passed to me to determine.

## **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 I agree with the recommendation made by the investigator. I think the further compensation of £150 is fair in all the circumstances and I will explain why.

Firstly, I'm aware I've summarised the background to this complaint. No discourtesy is intended by this. Instead, I've focused on what I find are the key issues here. Our rules allow me to take this approach. It simply reflects the informal nature of our service as a free alternative to the courts. If there's something I haven't mentioned, it isn't because I've ignored it.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And they must act to deliver good outcomes for retail customers. So I've considered, amongst other things, the regulatory guidance and law, and the terms of the insurance contract to decide whether I think Advantage has treated Mr C fairly.

Advantage has recognised that there was a delay which caused Mr C inconvenience. I find the compensation paid for the delay was reasonable. However I'm satisfied that Mr C should have been advised by the nominated repairer that despite replacing the front sensors, the park assist still wasn't working. This was knowledge that the repairer had, but by advising Mr C that his car was ready for collection he was given the impression that the matter was resolved. When this issue was raised Mr C was promised a copy of the diagnostic report, but this wasn't sent to him. This was important as it allowed Mr C to be sure that the report showed that the reason his park assist wasn't working was unrelated to the accident.

Advantage has a duty to give support to its customers during the life of the product to ensure that they don't face unreasonable barriers or delays. Overall I don't find that Advantage fully complied with that duty or that Mr C received the service that he could rightly expect. This caused him upset and inconvenience. I find compensation is merited and I agree that £150 is fair. This is in addition to the sum already paid for the delay.

Mr C has also complained about the replacement car he was given whilst his car was in for the repair. I understand why – he drives a larger and higher car, as he has problems with his lower back. But as his policy doesn't promise that the replacement car will be like for like, only that it will be a Group A vehicle, I don't uphold this part of his complaint.

### **My final decision**

I require Advantage Insurance Company Limited to pay Mr C £150 in compensation. This is in addition to the sum already paid.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 19 August 2024.

Lindsey Woloski  
**Ombudsman**