

## The complaint

Mr F complains about delays, poor repairs and the poor service provided by Advantage Insurance Company Limited after he made a claim on his motor insurance policy. Mr F is represented by his father (Mr F2).

## What happened

Mr F's car was stolen and later recovered, damaged, and was with Advantage from the end of May 2023. The repairs were much delayed, and initially Mr F didn't have a replacement car. He and Mr F2 had to chase the claim's progress and the car wasn't returned to Mr F until December 2023. Mr F2 says it was in a dangerous condition, as two tyres had to be replaced. Other repair work hadn't been completed and some items were missing.

Mr F2 told us Advantage hadn't deal with a claim Mr F had made about several personal items missing from the car when it was recovered. He said it had contacted Mr F in error (after being asked only to contact Mr F2) and that it had replied to Mr F's complaints by offering him £450 compensation in total, which was insufficient. He also said it hadn't considered Mr F's transport costs when he was without a car.

One of our Investigators reviewed Mr F's complaints and concerns, based on the issues dealt with in Advantage's final response letters issued in September 2023 and December 2023, which covered what had happened since 4 August 2023. She had already issued a view on a previous complaint to us from Mr F about Advantage's initial delays with his claim.

To resolve Mr F's complaint, in September 2023 Advantage offered him £350 compensation for not starting the repairs by then. The investigator thought there were no further unreasonable delays with the repairs, but she noted that although Mr F had been in hire from 4 August 2023, he was off-hired for 9 days unreasonably in September 2023. Given the distress and inconvenience Mr F had faced, she said the compensation should be raised by £200. She thought Advantage had acted reasonably by offering Mr F a further £100 in December 2023 for contacting him in error, so the total compensation was £650.

The Investigator also noted that Advantage hadn't responded to the issues Mr F2 raised after the car was returned in December 2023 (except to pay him £70 for a tyre replacement). Mr F2 had told Advantage that a sill hadn't been repaired, that there was a fault with the car's parking-assist function, and that a car jack and a dashboard camera were missing. As Advantage had only paid for one of the tyres, the Investigator said it should pay for the second tyre, plus VAT on the cost of both tyres. She said it should review all the other issues Mr F had raised, including any costs incurred by him in dealing with them. She also said it should honour a previous promise to consider Mr F's off-hire costs.

In response, Mr F2 said the Investigator hadn't included in her view a recommendation for the reimbursement of the personal items stolen from the car before it was recovered. He suggested £470 would be a reasonable sum to cover the cost of the petrol used in providing lifts to Mr F when he was without a car, and a further £300 for the loss of Mr F's shifts. The Investigator pointed out that the personal items claim and the off-hire costs request weren't

included in the complaints Mr F had raised with Advantage, and that they must be put to it as complaints if necessary before we could review Advantage's handling of them.

Advantage responded to the Investigator's view by agreeing to pay the extra £200 compensation and for the second tyre, plus VAT. It said it would deal with the loss of personal items claim and the request for off-hire costs, subject to evidence of ownership of the items (and proof of the off-hire costs). It said Mr F would have to show that the damage to the sill and the parking sensor / function were accident related, plus any evidence of the cost of their repair. It said the missing jack could be dealt with in the personal items claim.

The Investigator pointed out that her recommendation had only been for Advantage to review all the issues that hadn't been dealt with by it - after which, if Mr F wasn't happy with the outcome, he could complain to Advantage and to us if necessary. Mr F2 said the jack was included when the car was bought, so it wasn't a personal possession. He said Mr F would accept the Investigator's view if Advantage agreed to pay for the jack *and* to pay for the projected cost of the repair issues (around £4,000). He said he thought that was in line with what the Investigator had asked Advantage to do.

As there was no agreement, the complaint was passed to me for review.

### **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.

Although I've read everything provided by the parties, I won't comment on every point made by them. Instead I'll focus on what I think are the main issues.

#### *Advantage's final response letter on 26 September 2023*

When Mr F complained previously to Advantage about the delay in starting his repairs on his car, it said it had to validate the claim first, which can take some time. But that was done by mid-July 2023, and the repairs weren't started in August 2023, as Mr F could reasonably have expected. Mostly, it seems the further delay was caused by a dispute about whether it was necessary for Mr F to provide a second key for the car. Mr F was in hire from 4 August 2023, and Advantage accepted in its response on 26 September 2023 that the delay with the repairs so far was unacceptable, hence the £350 compensation. It assured him then that an independent engineer had been instructed. But the repairs still weren't authorised until mid-October 2023. And meanwhile, Mr F was off-hired for nine days.

Given the additional inconvenience and upset caused to Mr F by the further delay and the loss of transport, I think it would be reasonable for Advantage to pay him a further £200 compensation. It has accepted that the increase in compensation is appropriate. I would have considered a higher sum to be justified had Mr F not had a hire car for most of the time from 4 August 2023 onwards, which reduced the level of the inconvenience he faced. After authorisation was given for the repairs in October 2023, they proceeded at a reasonable pace, in my opinion, given that parts had to be ordered, which caused an unavoidable delay.

#### *Advantage's final response letter on 19 December 2023*

Mr F2 complained to Advantage more than once that (despite an instruction to the contrary) it had contacted Mr F rather than him. Advantage said the instruction had been noted prominently on the file, but that contact had been made with Mr F anyway. Given Advantage's errors, I can see why Mr F and Mr F2 were frustrated and upset. But I think it

was reasonable for Advantage to try to resolve the complaint by apologising, by proposing an improvement to its system (in order to avoid further errors) and by offering Mr F £100 compensation.

#### *Claim for personal items and other costs*

Mr F2 told us that the claim made by Mr F in October 2023 for personal items taken from the car when it was stolen wasn't dealt with. But as Mr F didn't complain about it to Advantage, it isn't something we can review. Advantage has said it will progress the claim if Mr F provides evidence of ownership of the items in question. Mr F2 doesn't think the loss of the car's jack should be dealt with as part of the personal items claim, so he needs to discuss that point with Advantage. Once the personal items claim and the jack issue have been dealt with, if Mr F disagrees with the outcome and thinks Advantage has acted unreasonably, he can make a formal complaint to it (and then ask us to review the matter if necessary).

The request for off-hire costs Mr F incurred in September 2023 wasn't followed up, but it isn't an issue that Mr F raised as a complaint either, so we can't review it. Advantage says Mr F needs to provide evidence of the costs. As with the personal items claim, if Mr F isn't happy with the way Advantage deals with the off-hire costs, he can make a formal complaint.

#### *Concerns about the car's poor repairs following its return*

Mr F2 told Advantage on 16 December 2023 that the car had been returned in an unsafe condition, as the tyres needed immediate replacement and could have led to an accident. He said he was going to have a full inspection of the car carried out. On 21 January 2024 Mr F2 submitted details of the remaining repair issues to Advantage with an inspection report. He also referred to the missing jack and a dashcam and supplied receipts for the new tyres.

Mr F2 didn't say he was making a complaint, and Advantage didn't deal with his concerns as a complaint. But as Mr F2 had raised serious issues that needed to be dealt with, I think it was reasonable for him to assume that Advantage would treat it as a complaint (or at least respond to him, especially after he submitted the report). I think there's evidence that the sill should have been repaired, and the issue with the parking assist could be related to the repairs. But based on the limited information available to us, I don't think it's possible to make a finding on these issues, or on the items noted as missing when the car was returned.

Advantage has reimbursed Mr F for both tyres, plus VAT, but in order to resolve the remaining issues, I think it needs to review all the evidence Mr F has provided and to discuss the repairs with him (including any costs he's incurred). I think it's likely that Advantage's engineers (or an independent engineer) will need to comment on the technical issues before any decisions can be made. Advantage has already agreed to review the matter. If Mr F doesn't accept the resolution put forward by Advantage once it has explained its reasons - or he thinks it has acted unreasonably in dealing with the repair issues and the missing items, he can ask us to look into his remaining concerns.

#### *In summary*

I think Mr F has faced a great deal of distress and inconvenience, largely caused by Advantage's delays in progressing his claim (and also by it contacting him inappropriately. But in my opinion, £650 is sufficient to compensate him for that, given that he was in hire for most of the time he was without his car, which lessened the inconvenience.

Advantage has agreed to deal with the claim for the stolen personal items and the request for off-hire costs, which aren't issues I could review. I think the remaining issues with the repairs and the missing items need to be addressed promptly. It should be possible for

Advantage to resolve some or all of Mr F's concerns to his satisfaction. But if he isn't happy with its proposed resolutions, as long as Advantage has had the chance to respond to his concerns, it's open to him to ask us to review them and to reach our own conclusions.

### **My final decision**

My final decision is that I uphold this complaint.

I require Advantage Insurance Company Limited to pay Mr F £650 in total for distress and inconvenience (as well as having reimbursed him for the extra tyre and VAT). It should also contact Mr F2, within 14 days of Mr F accepting this decision, to review with him and deal with the remaining repair and missing items issues.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 7 February 2025.

Susan Ewins  
**Ombudsman**