

The complaint

Mr O has complained about the standard of repairs Advantage Insurance Company Limited permitted when it repaired his car following his claim under his motor policy.

What happened

Mr O made a claim for the repair of his car on 5 June 2023. Unfortunately, the approved repairer appointed by Advantage didn't repair his car properly and it was returned to him in a state whereby it was dangerous to drive in or around August 2023. Mr O complained that he was without his car for over nine months.

His car was examined by an independent engineer who detailed the further repairs which Advantage approved. Advantage said these further repairs were completed in March 2024. But the independent engineer's report is dated May 2024, although it's confirming the repairs required following its inspection in January 2024. Advantage said those repairs were to start on 21 February 2024.

Advantage issued its final response letter on 11 February 2024 upholding Mr O's complaint and paying him £150 compensation, plus waiving his excess, and allowing his No Claims Discount (NCD). It later upped the compensation to a total of £200 compensation.

Mr O remained dissatisfied and brought his complaint to us. The investigator upheld it and was of the view Advantage should pay another £200 compensation. Advantage accepted this but Mr O remained unhappy. He said further repairs were authorised by the independent engineer and started in July 2024. This occasioned him being without his car again. Plus, the courtesy car made available to him by the repairer broke down causing even further trouble and upset to Mr O. Mr O also felt the compensation suggested of £400 plus the waived excess and NCD allowance wasn't sufficient. So, on that basis his complaint was passed to me to decide.

We also asked Advantage about the further repairs done in July as approved by the independent engineer. It said it knew nothing about this as the last repairs it paid was March 2024 being contained however in the independent engineer's report of May 2024.

I issued a provisional decision on 11 November, and I said the following:

'Having done so I'm intending to uphold this complaint for further compensation than already suggested by the investigator.

It's clear to me that the independent engineer's report is dated 7 May 2024 and entitled Post Repair. It confirms the further repairs required following the physical inspection which took place in January 2024.

However, Mr O told us his car was finally repaired on 6 September 2024 with further repairs being done in July 2024 which he believed was authorised by these independent engineers. We asked Advantage about this, but it said it knew nothing about it. I can't see that it contacted the independent engineers to check though.

On this basis I've no reason to disbelieve Mr O that further repairs needed to be done in July. He obviously didn't pay for these repairs and is expecting Advantage to do so as he believes these repairs were approved and authorised by the independent engineers.

Essentially therefore the repairs to Mr O's car took over a year to complete given his claim started on 5 June 2023. I don't consider that's reasonable.

Obviously, Advantage can't be at fault that the courtesy car made available to Mr O also broke down, but I can see such an event would have added to his inconvenience and upset.

Whilst I appreciate Advantage agreed to the recommendation by the investigator that Mr O should receive a further £200 compensation in addition to the £200 already paid by Advantage, the waiving of Mr O's excess payment and the allowing of his NCD, I'm not sure this adequately compensates him for the trouble and upset caused to him for the repairs to his car taking around 15 months. Therefore, I consider Advantage should pay another £200 compensation making the total compensation £600 plus waiving Mr O's excess payment along with his NCD being allowed.

Given the excessive delay, I consider this amount is more in line with our stance on these issues which is more fully detailed on our website. I am aware that Mr O has looked at our website and considered he should be paid even more compensation than what I am recommending now. However, his thoughts on what are comparable aren't comparable in my view, and I consider this is more reasonable. To make it higher ends up being more akin to punishing Advantage for its errors rather than compensating Mr O. I have no authority to fine or punish any business for its errors, merely to compensate Mr O instead.'

Advantage never responded. Mr O made the following comments.

He didn't think enough consideration was given to the inconvenience and upset caused by having a dangerous vehicle returned as 'repaired'. He also had to sleep in his partner's car just so he could go back on shift because he couldn't afford taxi fares as Advantage had withdrawn his courtesy car at this time.

He said his car was on finance and yet he was paying his car finance all the way through when he couldn't use it. Given the entire repair took 15 months he feels some compensation should be offered for the fact he was having to pay finance for a car he couldn't use. He did understand it was his choice to buy a car on finance, but he felt given the length of time for the repairs by Advantage this impacted him considerably.

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 again, I remain of the view that what I decided in my provisional decision does remain fair.

I appreciate Mr O's car was returned as 'repaired' when not all the repairs were done and indeed his car remained in a dangerous state. However thankfully nothing happened to Mr O as result of this. And the compensation I'm now awarding takes account of the further trouble and upset he suffered as a result. We don't award compensation for hypothetical situations

as in what could have happened, merely for what did happen. And that does include the fact that Mr O couldn't afford taxis so had to sleep in his partner's car in order to be at work the following day.

I also appreciate the fact that Mr O was without his car for a considerable time. Again, the compensation I'm now awarding takes account of this. We can only compensate for the lack of use of the car in these sorts of situations, not for the fact that Mr O was repaying the finance on his car without having it to use. We merely compensate for the loss of use of the car plus any period where no courtesy car was available.

It remains in my view that the total compensation I'm now awarding to Mr O in the total sum of £600 is appropriate compensation and remains in line with our stance on such matters as more fully detailed on our website.

My final decision

So, for these reasons, it's my final decision that I uphold this complaint.

I now require Advantage Insurance Company Limited to do the following:

- Pay Mr O a further £200 compensation making the total payable to be £600 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 23 December 2024.

Rona Doyle
Ombudsman