

## **The complaint**

Miss O complains about the way Advantage Insurance Company Limited (Advantage) handled a claim under her motor insurance policy. She says their repairers caused further damage to her car.

## **What happened**

Miss O's car was involved in a non-fault accident in December 2023 when it was hit by a third-party driver whilst parked and unattended. She contacted Advantage to make a claim for the damage and they agreed to repair her car. The car was collected and sent to Advantage's approved repairer and Miss O was provided with a hire car.

Miss O says the first contact she had from the repairer was in March 2024 when they called her and advised the repairs had been completed and her car would be returned the next day. There were then some discussions around agreeing a suitable time for the car to be delivered and Miss O's car was arranged to be delivered in early April 2024. However, the repairers then contacted Miss O again to tell her that they had taken her car out for a test drive and saw warning lights on the dashboard which showed an issue with the car's turbo.

Miss O told the repairers she had never had an issue with the car's turbo previously, and this issue hadn't been identified in her car's most recent service, which had been completed around six weeks before the accident. Miss O's car was then delivered back to her, but she said the turbo issue was present and the car's battery was drained; an error with the 'Start/Stop' function was also displayed. Miss O said the car also had additional damage to it that hadn't been fixed: including scratches to her alloys and rear parking sensors, and a missing badge on the boot of the car. Miss O contacted Advantage to raise a complaint about these problems.

Advantage responded to the complaint but didn't agree they had done anything wrong. They said the accident damage was at the rear of Miss O's car, so the repairers wouldn't have done anything with the turbo at the front of the car - and they weren't persuaded the issue was accident related. They also said the car was undriveable, so the repairers wouldn't have been able to drive the car and damage the turbo.

Advantage said that Miss O should get a main dealer report completed to try and confirm the extent of the damage to the car's turbo. Advantage's final response to Miss O's complaint said the report would need to confirm whether the damage was caused by the accident in order for them to fix the issue. A main dealer said the turbo was corroded, which they said could have been caused by the car being out of use for an excessive amount of time. Miss O raised these findings with Advantage, but they didn't change their decision. They said their repairers had supplied copies of a pre-repair scan report that identified the error with the turbo was present before they started repairs.

Miss O remained unhappy with how Advantage handled the claim and subsequent complaint – so she brought it to this Service. An Investigator looked into what had happened but ultimately didn't recommend that the complaint should be upheld. She felt that the pre-repair

scan of the car had identified an issue with the turbo as being present before the repairs started – so she didn't think the issue was accident or repair related.

Miss O didn't agree with the Investigator's outcome – she said the pre-repair scans that the repairers had provided contained errors and contradictions, so she wasn't satisfied they were correct. She said she had had to pay for the repairs to her car herself and had also incurred losses due to additional travel expenses. Miss O asked for an Ombudsman to consider the complaint, so it was passed to me to decide. I issued a provisional decision of this complaint, and I said the following:

*“There are a number of points Miss O raised as part of her complaint, including delays, customer service issues, additional damage to her wheels and parking sensors, and a missing rear badge. I'll return to these points shortly, but I wanted to focus my decision on the main issue - the problem with the car's turbo.*

*The crux of this issue is down to whether the turbo was damaged before the accident and repairs started. Advantage has provided evidence in the form of pre-repair and post-repair scans, which they say shows the issue was present when the car was taken in for repairs.*

*But Miss O says it wasn't – and has provided a range of evidence she says supports this. The main pieces of evidence she has relied on are her car's MOT, an email from a main dealer identifying the problem and stating it could have been caused by the car being stationary for an extended period, and comments from the garage who completed her car's service in October 2023. I'll address each piece of evidence in turn.*

*I'm ultimately not persuaded the MOT demonstrates there wasn't an issue with the car's turbo, as I understand this isn't something an MOT tests for. However, in relation to the service carried out, I think this provides more weight in support of Miss O's position. I say this because the garage which carried out Miss O's service in October 2023 said a health check was carried out which didn't identify any issues or warning lights being present, or an underlying issue with the turbo which affected driveability.*

*The garage where the service was completed confirmed that the problem with the turbo was a seized actuator rod. And I note that the main dealer also suggested that the issue was due to the turbo being seized due to an extended period of being parked and not driven. I can also see that Advantage confirmed the car hadn't been driven and was parked while waiting for repairs to be completed between December 2023 and March 2024. I think this is consistent evidence which supports the likely cause of the issue being due to the car being sat for a long period.*

*In relation to Advantage's evidence, I take on board Miss O's comments around discrepancies with their pre-repair scan documents. I considered them carefully as part of my decision and I emailed Advantage in December 2024 to highlight my initial thoughts about them – in which I said:*

*“Within the copies I have, there is a document titled "pre-repair" which shows correct mileage of 83,311 km (which converts to 51,767 miles - the same reading as shown in the photos and engineers report) and this is dated 15 December 2023.*

*But there is then another document also entitled "pre-repair" which shows the same mileage reading but is dated 3 April 2024. Additionally, there are also*

*two different versions I have been provided. The first is titled "pre repair" showing mileage of 7,398 km - and dated 15 Dec 2023.*

*There is then a "post repair" version which shows 7,399 mileage and is dated and timed the same as the previous version, 3 April 2024. The complainant outlines she feels the scans have been altered and points to this change in mileage and wrong heading as evidence of this."*

*I asked Advantage to provide an explanation as to why the mileage changed on the reports as well as why there are multiple versions of the same documents, and a "pre-repair" version showing the same date as the post repair versions. Advantage replied and said they had spoken to the repairers who told them the mechanic responsible for the pre-repair and post-repair scans was no longer working with them, so they couldn't provide an explanation as to how the information had been entered.*

*In situations like this, where the evidence provided is incomplete or contradictory, I'll need to make my decision on the balance of probabilities. That is, what I think is more likely than not to have happened, given the evidence which is available and the wider circumstances of the complaint, as well as how much weight to give to any piece of evidence.*

*Under DISP 3.6.1, my remit is to determine a complaint by reference to what is, in my opinion, fair and reasonable in all the circumstances of the case. And having thought about this issue very carefully, I'm not persuaded by the evidence Advantage has provided which they say supports that the turbo issue was pre-existing.*

*Miss O's testimony says she has never had an issue with the turbo, and I'm persuaded this is supported by the comments of her repairing mechanic, who completed a service shortly before the accident and did not raise any issues.*

*Additionally, as Advantage are unable to provide any explanation as to the discrepancies and issues with their repairer's pre-repair scan documents – I'm not satisfied I can fairly rely on it as persuasive evidence. Ultimately – I can't be satisfied that it is an accurate reflection of the car's condition prior to repairs starting, given the points I raised to Advantage above.*

*As such, I find that the issue with the turbo is more likely than not a result of something that happened during the repair process. Miss O has now had this issue repaired, which included a replacement battery given the issue with the "Stop/Start" function of her car. I've been provided with a repair invoice totalling £402.22. I think the fair and reasonable way to conclude this complaint point is for Advantage to reimburse her the repair costs.*

*I note the repairs included the cost of an MOT. I don't find Advantage are responsible for this, so removing the MOT from the invoice leaves a balance of £357.55 including VAT. Advantage should pay this sum, plus 8% simple interest, from the date of the invoice, until they refund Miss O.*

### **Outstanding repair issues**

*Miss O also highlighted a number of repair issues when her car was returned to her. She said her alloys were damaged in the accident and this hadn't been repaired. She also said her rear parking sensors were scratched when the car was returned to her, and her rear badge on the boot of the car was missing. Miss O explained she hadn't*

*pursued these issues initially, as she was focusing on resolving the issue with her car's turbo as a priority.*

*I asked Advantage to provide their response to these outstanding issues in December 2024, and they replied and said they were aware of the issues, but they had been put on hold pending the outcome with the broken turbo. As such, I would expect Advantage to now conclude these points for Miss O by having the outstanding repairs completed.*

*In relation to the missing badge in the car's boot, Advantage provided a number of images from the repair assessment and said the images suggest the car didn't have a badge present on the boot before the repairs were carried out. However, I've been provided with a photo of the car on the recovery truck which clearly shows a badge being present on the boot, as Miss O said.*

*While it can't be shown why this badge was removed, having considering this point on the balance of probabilities, I'm satisfied the badge was more likely than not removed after the car was collected for repairs. So, Advantage should replace this badge when they complete the other repairs to Miss O's car.*

### **What was the impact**

*I recognise Advantage's actions have caused trouble and upset to Miss O, over a period of many months. Miss O has said she suffers from anxiety and panic attacks, so I can only imagine how difficult the situation has been on her.*

*Aside from the repair costs Miss O has incurred, she's also had increased public transport costs while her car was off the road, as well as additional trouble and upset trying to resolve this matter. I haven't detailed everything here - but I've considered Miss O's testimony on how she says she was impacted.*

*Ultimately, I find that Advantage's handling of this claim meant that Miss O had a poor and stressful claim's experience over and above what I would consider to be reasonable. The issues were ongoing for a number of months, and I think this caused moderate disruption to her. It follows that I think Advantage should pay compensation. And having considered Miss O's testimony, I'm satisfied a sum of £500 is fair and reasonable in the circumstances and reflects the impact Advantage's actions had on her."*

I concluded that I was likely to uphold the complaint and direct Advantage to reimburse Miss O the cost of having her car's turbo repaired, reimburse her additional transport costs, and pay £500 compensation. I invited both parties to provide a response to my provisional decision.

Miss O replied and said she agreed with my findings; but wanted to include additional losses she had incurred; including £140 for the cost of a tow truck to take her car in for repairs, additional travel costs, and she'd continued to pay for insurance and road tax during the period of the repairs until the end of June 2024.

Advantage also responded to my provisional decision but said they disagreed. They explained that the discrepancy with the pre-repair and post-repair scans showing different mileage was due to a manual correction made before sending out the documents to Miss O, and said they were satisfied the reports were evidence that the issue with the car's turbo was pre-existing.

## **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.

As I explained in my provisional decision, Miss O had concerns over differences she identified in the pre-repair and post-repair reports provided by Advantage and their repairers.

Advantage provided a response to my questions on this point and said on the initial reports, the engineer appeared to have added what the trip mileage on the vehicle was instead of the actual total mileage. Advantage said when sending the reports to Miss O the engineer amended the reports to show the correct mileage in kilometres and this was the only detail that was amended.

Advantage also wanted me to consider that the pre-repair report showed there was an active issue with the tyre pressures systems which means the tyre was flat. They said it could be seen from the images of Miss O's car that the wheel was flat – and as the tyre was replaced as part of the repair the warning was no longer seen in the post-repair report.

Miss O's testimony says she has never had an issue with the turbo, and she provided supporting evidence of this from her repairing mechanic, who completed a service shortly before the accident and did not raise any issues.

As I explained my provisional decision, in situations such as this, where the evidence provided is incomplete or contradictory, I'm required need to make my decision on the balance of probabilities. That is, what I think is more likely than not to have happened, given the evidence which is available and the wider circumstances of the complaint, as well as how much weight to give to any piece of evidence.

I take on board Advantage's explanation which seeks to explain why the mileage changed on the different reports provided to Miss O. And I can see from photos of her car that the figure used of 7,398km matches the cars 'trip' reading – rather than the total milage the car has travelled. I also take on board that the pre-report scan does show a tyre pressure warning which would be consistent with the repairs undertaken, and this isn't shown in the post-repair scan.

However, my concern remains that there is still no explanation for why there are multiple versions of the same document with different information. This includes a report titled "pre-repair" which is dated when repairs were completed. And because Advantage has now confirmed there is in fact the ability to change information in the reports, this means I can't be certain that the scans are contemporaneous and could well have been carried out after they were dated. It follows that I remain of the opinion that the reports are not persuasive enough on their own for me to discount the other available evidence in this complaint.

Additionally, I'm not persuaded Advantage's reports are consistent with the other evidence that has been provided in any event. For example, the main dealer and independent garage's comments say the damage to the car's turbo could have been caused by the car being sat unused for an extended period of time. And this would also be supported by the fact that Miss O's car was returned with a drained battery and an error with the car's "Start/Stop" function. Additionally, Miss O's mechanic commented that they had carried out a service less than two months before the accident and there was no issue identified with the car's turbo.

While I appreciate Advantage has said the main dealer comments are not conclusive evidence, I'm not persuaded their own comments persuade me that the evidence viewed in total is incorrect. Advantage provided comments from a senior engineer, who said:

*"The turbo failure would not be as a result of the vehicle being stood for any length of time, if this was the case we would be replacing them on every vehicle that's been in storage for few months awaiting repair".*

I do take this on board and recognise that its not usual to see a failed turbo due to inactivity. However, this Service's approach is to determine each case individually based on its own merits. Additionally, under DISP 3.6.1, my remit is to determine a complaint by reference to what is, in my opinion, fair and reasonable in all the circumstances of the case.

And having done so, I find that the evidence in favour of the turbo being damaged either after the accident, or during repairs, is more persuasive on the balance of probabilities. And I'm satisfied relying on this evidence to uphold the complaint produces a fair and reasonable outcome in this particular complaint. This means I'm going to direct Advantage to pay for the cost of the repairs to the car's turbo.

#### Outstanding repair issues

Miss O also highlighted a number of repair issues when her car was returned to her. She said her alloys were damaged in the accident and this hadn't been repaired. She also said her rear parking sensors were scratched when the car was returned to her, and her rear badge on the boot of the car was missing.

I asked Advantage to provide their response to these outstanding issues in and they replied and said they were aware of the issues, but they had been put on hold pending the outcome with the broken turbo. As I explained my provisional decision, Advantage should fix these issues to conclude these points for Miss O.

In relation to the missing badge in the car's boot, Advantage provided a number of images from the repair assessment and said the images suggest the car didn't have a badge present on the boot before the repairs were carried out. However, I've been provided with a photo of the car on the recovery truck which clearly shows a badge being present on the boot, as Miss O said.

While it can't be shown why this badge was removed, having considered this point on the balance of probabilities, I'm satisfied the badge was more likely than not removed after the car was collected for repairs. So, Advantage should replace this badge when they complete the other repairs to Miss O's car.

#### **What was the impact**

I recognise Advantage's actions have caused trouble and upset to Miss O, over a period of many months. Miss O has said she suffers from anxiety and panic attacks, so I can only imagine how difficult the situation has been on her. Aside from the repair costs Miss O has incurred, she says she incurred increased public transport costs while her car was off the road, as well as additional trouble and upset trying to resolve this matter. I haven't detailed everything here - but I've considered Miss O's testimony on how she says she was impacted.

Ultimately, I find that Advantage's handling of this claim meant that Miss O had a poor and stressful claim's experience over and above what I would consider to be reasonable. The issues were ongoing for a number of months, and I think this caused moderate disruption to her. It follows that I think Advantage should pay compensation. And having considered Miss

O's testimony, I remain satisfied a sum of £500 is fair and reasonable in the circumstances and reflects the impact Advantage's actions had on her.

While I've considered Miss O's testimony and receipts in respect of public transport costs, I don't find these to be additional costs, given Miss O would have needed to pay for fuel if she was able to use her car in any event. This means I'm not persuaded public transport costs are something I can fairly direct Advantage to pay. However, my award for general inconvenience above is reflective of the additional inconvenience Miss O would have experienced while she was without the use of her car.

Finally, Miss O says she incurred the cost of having her car recovered to a garage for repairs which cost £140. I'm satisfied this is a reasonable consequential loss that Advantage should reimburse, subject to Miss O demonstrating it was paid.

### **Putting things right**

To resolve this complaint, I require Advantage Insurance Company Limited to:

- Reimburse Miss O the cost of having her car's turbo repaired, which includes the replacement of the car's battery, which is £357.55 including VAT. Advantage should pay 8% simple interest on this sum from the date of the invoice, until it is refunded.
- Reimburse Miss O's costs of £140 recovering the car to her mechanic for repairs; Advantage should pay 8% simple interest on this cost from the date it was paid until refunded;
- Repair the damage caused to Miss O's parking sensors and alloys, and replace the car's rear badge; and
- Pay £500 compensation for trouble and upset.

### **My final decision**

For the reasons given, it's my final decision that I uphold this complaint. I require Advantage Insurance Company Limited to settle the claim in the way I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss O to accept or reject my decision before 4 March 2025.

Stephen Howard  
**Ombudsman**