

## **The complaint**

Mr T complains about Advantage Insurance Company Limited's handling of his car insurance claim.

Advantage has been represented by its agents during the claim. All references to Advantage include its agents.

## **What happened**

In February 2024, Mr T was involved in a non-fault accident and he made a claim with Advantage. Advantage collected Mr T's car and provided a courtesy car (CC).

In February 2024, the CC suffered damage to one of its wheels and tyres. Mr T's relative took him and his family home from the roadside. Advantage recovered the CC and in March 2024, it provided another CC. Mr T complained. He was unhappy with delays, and he said he was given a damaged CC.

Advantage issued a complaint response in March 2024. It accepted there was some delay booking in Mr T's car for repairs. It paid him £100 compensation.

Mr T said Advantage's approved repairer (AR) then asked him to pay his excess, despite Advantage having agreed to waive it. He remained unhappy with Advantage's service.

Advantage issued a further complaint response in May 2024. It accepted its agent didn't display patience or empathy. It also accepted it should have done more when Mr T's first CC broke down, instead of opening a claim. It said the AR shouldn't have requested the excess from Mr T. It agreed to remove details of the CC claim and apologised for the distress caused to Mr T. It paid him a further £150 compensation.

Mr T referred his complaint to the Financial Ombudsman Service. He said he told Advantage he didn't want a hire car from a company I will call E, but he still received contact from E. He said the first CC had prior damage along with a poor MOT history. He was still unhappy with Advantage's service. He wanted compensation for the impact of Advantage's actions.

In August 2024, Advantage offered a further £200 compensation, taking the total offered to £450. In October 2024, the Investigator communicated this offer to Mr T. They weren't certain what caused the issue with the first CC, but said if Mr T had concerns when he first received it, he ought to have refused it. They said Mr T didn't contact Advantage first when the CC broke down, so it couldn't have done anything until he made contact. But they acknowledged Advantage accepted it should have explored other options instead of setting up a new claim. They agreed there were delays and Advantage provided poor service. But they said the further £200 Advantage offered, was fair.

Mr T didn't agree. He intended to pay £100 to his relative for taking him and his family home after the CC broke down. He didn't think the further £200 payment was fair. He said he was given an unsafe and dangerous CC and was stranded on the roadside without help.

Because the complaint couldn't be resolved, it's been passed to me to decide.

### **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.

Mr T has provided a lot of information in support of his complaint. I assure Mr T that I've taken everything he's provided into account, including his handwritten letter. But in this decision I've focussed on what I think are the key issues in this complaint. No discourtesy is intended by this, but it simply reflects the informal nature of the way that the Financial Ombudsman Service reviews complaints.

Mr T raised concerns about criminality and unlawfulness, and he's requested compensation from all the parties involved in his claim. I should first set out it's not the role of the Financial Ombudsman Service to make a finding on criminality or lawfulness. That is the role of the courts. It's also not our role to fine and punish a business, as we are not the regulator of the insurance industry. Our role is to look at whether Advantage acted fairly in the circumstances of the complaint and decide what it needs to do where it hasn't. We don't have power over the other parties, but where they were acting as agents of Advantage, I've considered whether those actions were fair, and the impact this had on Mr T.

#### *Excess*

Mr T is unhappy he was asked to pay his policy excess, including for the CC claim that was set up.

Advantage's notes show it told Mr T it would waive the excess for the accident involving Mr T's car. It accepts the AR shouldn't have requested the excess from Mr T.

Mr T said the AR also requested payment of an excess for the incident involving the CC. Given that Advantage did raise a claim on Mr T's policy to begin with, I think it was likely Mr T was asked to pay this.

Both matters were subsequently resolved, and Mr T didn't have to pay any excess. I'm satisfied that being asked to pay the policy excess, when he wasn't expecting to, would have caused Mr T distress.

#### *Using E*

Mr T said he's unhappy he received contact from E despite making it clear he didn't want a hire car from E.

Mr T told Advantage he didn't want to sign any agreement with E for a hire car. But he still received contact from E about this. I think this would've caused Mr T avoidable distress.

I don't think Advantage acted unfairly in using E's services for the repair of Mr T's car, as this wasn't for the provision of a hire car.

#### *Condition of the CC*

Mr T feels he was given an unsafe and dangerous CC.

Mr T said he took pictures when the CC was provided. He's not sent us evidence of this, but I think if it had been clear to Mr T the CC was dangerous, or unroadworthy, he wouldn't have driven the car, with family members inside, before and leading up to the incident.

Even if it was clear the CC was unsafe or unroadworthy, I think Mr T ought to have refused the CC. But he didn't, and I can't see that he contacted Advantage to raise concerns about the CC before the incident occurred.

Mr T says the CC MOT history shows there was an advisory to replace the tyre. He's not sent us evidence of this, but I haven't seen sufficient evidence to persuade me any advice given in relation to the wheel and tyre that were damaged wasn't followed, or that this meant the CC was unroadworthy when Mr T was given it.

Advantage has been unable to show the condition of the CC when it was provided, but overall, I'm not persuaded the CC suffered wheel and tyre damage because it was given to Mr T in a damaged or unroadworthy condition. So, I don't consider Advantage responsible for the damage that occurred to the CC.

Advantage does accept Mr T was without a replacement CC for around five days after the first CC breakdown. I think this would've caused Mr T some distress and inconvenience.

#### *CC breakdown*

Mr T feels he wasn't given help when the CC broke down.

He said he first contacted the AR and was told to contact Advantage. I don't consider this unreasonable. Advantage was his insurer, and the CC was provided under his cover with Advantage. But Mr T said he then contacted his breakdown cover provider. Mr T did have breakdown cover, but this was provided by a different company to Advantage. So I can't fairly hold Advantage responsible for the actions of this breakdown company.

Mr T said he didn't contact Advantage until he had been taken home by a family member. I don't think Advantage could reasonably have done anything before that point. And I don't hold Advantage responsible for any costs Mr T pays his relative for taking him home.

Advantage accepts it could have done more when Mr T did report the breakdown. Because it initially logged a claim on Mr T's policy, without exploring other options, this impacted on Mr T's renewal premium in May 2024, before it was resolved in June 2024. I think this would've caused Mr T distress and inconvenience, requiring effort from him to resolve.

#### *Fair compensation*

Advantage accepts there were delays in booking Mr T's car for repairs. And there's evidence of further delays in authorising repairs, due to miscommunication between Advantage and its agents. I think this would've caused Mr T avoidable distress.

Advantage accepts there were several issues throughout the course of the claim, including a clear lack of direction in instances, and Mr T's claim journey hasn't been straightforward. This includes Mr T being spoken to poorly by its agent in March 2024.

For the reasons outlined above, I agree the service Mr T received from Advantage was poor. And I think Advantage's actions caused Mr T considerable distress and upset, as well as significant inconvenience that needed a lot of effort from him to sort out. Mr T made his claim in February 2024, and his car was returned in April 2024, just over two months later.

Keeping the above in mind, I think the further £200 Advantage offered to pay Mr T, is fair and reasonable in the circumstances. This would take the total compensation Advantage has offered Mr T to £450.

#### *Other complaints*

Mr T raised some other points that I've not considered under this decision.

He's said he's not happy with the delay caused by the third-party insurer and the impact of this on his renewal premium. If he's unhappy with Advantage's actions in recovering the claim costs, he'll need to contact Advantage directly to raise his concerns.

Mr T said he wasn't given information about E's involvement with claims when he took out the policy. He said if he'd been given this information, he wouldn't have taken out the policy. He'll need to raise these concerns separately with the business that sold him the policy.

#### **My final decision**

My final decision is that I partially uphold this complaint. If it hasn't done so already, I require Advantage Insurance Company Limited to:

- Pay Mr T the further £200 compensation it offered in August 2024.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 15 January 2025.

Monjur Alam  
**Ombudsman**