

The complaint

Mr W has complained about the way Advantage Insurance Company Limited dealt with a claim he made under his car insurance policy.

All references in my decision to the insurer Advantage includes agents acting on its behalf for the purposes of Mr W's claim.

What happened

In May 2024 Mr W made a claim for damage to his car to Advantage. Advantage arranged for Mr W's car to be repaired by an approved repairer (AR) on 29 May 2024.

Mr W complained to Advantage that the AR failed to provide an automatic courtesy car (CC), didn't give sufficient notice to top up the manual CC with fuel before providing an automatic CC, and left Mr W with no form of transport from 3 June 2024 until 13 June 2024. Mr W complained about his interaction with the AR.

Mr W claimed compensation of around £950. He said this included the equivalent costs for an automatic hire vehicle, reimbursement of taxi fare costs, the claimed fuel costs requested by the AR of £25, and compensation for an alleged assault by the AR.

Advantage upheld Mr W's complaint that the service provided by the AR had fallen below standard. Advantage advised the AR said it asked Mr W to add fuel to the manual CC equivalent to what it had provided on delivery. Because Mr W hadn't, it asked him to pay the equivalent costs for fuel of £25, which he refused. So the AR collected the manual CC and didn't hand over the automatic CC.

Advantage said Mr W would need to consider separate action about the alleged assault and acknowledged there was a crime reference number logged with the police.

After initially offering compensation of £150, Advantage increased this to £250. This included allowance for the fuel costs. And Advantage reimbursed Mr W for proven taxi fare costs of £147.24.

Mr W said the compensation award wasn't enough and asked us to look at his complaint.

One of our Investigators listened to the key call recording and explained that at no time did Mr W say he needed an automatic CC. As his driving licence was a manual one and he was the policyholder, the Investigator didn't think Advantage had acted unreasonably in arranging for a manual CC. On establishing that the named driver held an automatic driving licence, Advantage arranged for an automatic CC to be available by the AR, on 3 June 2024.

As Advantage accepted there had been failings in the way the AR's handling in changing the CC, the remaining issue was whether Advantage had paid sufficient compensation for the distress and inconvenience caused.

The Investigator found that Advantage had done enough to put things right. As it had paid a fair compensation award of £250 and reimbursed Mr W for the costs of alternative transport, she didn't recommend Advantage should pay any more.

Mr W didn't agree. So he wants an ombudsman 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.

When things go wrong, we look at what the impact was, and what an insurer did to put things right. The compensation awards we give are modest, and we do not award compensation for costs that might have been incurred by a customer – or insurer – but we consider actual financial loss, along with distress and inconvenience caused.

In this case, it's clear there were failings between the AR and Mr W. I understand Mr W wants me to consider what he says happened when he collected his car from the AR, although he is not seeking a criminal investigation. As the Investigator explained, we cannot consider awarding compensation for an alleged criminal offence. So it does not form part of my decision.

Mr W wants Advantage to pay him the equivalent of the hire costs of an automatic courtesy car for 15 days. I understand Mr W didn't pay for an alternative hire car, but he says he should have been provided with this as he requested an automatic CC. So Mr W believes Advantage should pay him compensation for the equivalent amount.

Advantage said it would consider Mr W's claim for costs paid for alternative transport. On receiving receipts from Mr W, it has done this, which I think is fair.

I've also kept in mind that from the evidence available, Mr W didn't explain that an automatic CC was required when he made his claim. So the first time Advantage or the AR was made aware of this was on 29 May 2024, when the AR delivered a manual CC. I therefore don't agree with Mr W that Advantage breached their contract with him by not providing an automatic CC. Mr W is the main driver under the policy and holds a manual driving licence, and a manual CC was initially made available for him as the main driver. Mr W had use of this CC until 3 June 2024, when the AR was able to provide an automatic CC.

Advantage accepts the AR failed to provide clearer updates and acknowledged being without a CC from 3 June 2024 to 13 June 2024 caused distress and inconvenience. For this, Advantage has paid £250 compensation. This is in line with awards we give in similar circumstances. So I'm not asking Advantage to increase the compensation and reimbursement costs it has paid. I think Advantage has done enough to resolve Mr W's complaint.

My final decision

For the reasons I've given above, my final decision is that I find Advantage has done enough to resolve this complaint. So I'm not upholding it.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 19 March 2025.

Geraldine Newbold
Ombudsman