

The complaint

Miss M complains about how Advantage Insurance Company Limited (“Advantage”) handled a claim under her motor insurance policy. When I mention Advantage I also mean its approved repairers and suppliers

What happened

Miss M had a motor insurance policy with Advantage covering her car. She was hit by a third-party vehicle in September 2024. The third party drove away after the collision.

She contacted Advantage and made a claim. She asked that her car was fixed by a manufacturer’s approved garage. Advantage told Miss M which garage she could use that was on its list of approved repairers, but Miss M didn’t agree. She asked for a nearer garage because she didn’t want to drive on a major road in case there was underlying damage to her car.

She agreed with one of the options suggested by Advantage, and sent photos of the damage to them. The garage said there’d be a delay waiting for parts.

Advantage said it would collect Miss M’s car. She said it gave her a courtesy car with 37 miles of range.

Her car was fixed and she collected it about two weeks later. She said some items were missing from the glovebox, specifically the first aid kit and roadside assistance pack.

She also noticed that some paintwork hadn’t been fixed.

She complained to the garage but it didn’t respond. She complained to Advantage but it didn’t uphold her complaint. Advantage said Miss M didn’t report the paint damage, but she said she hadn’t realised the extent of the damage. It offered to collect her car and fix the damage, but Miss M declined this offer.

Miss M also complained about having to pay her excess of £250. She returned the courtesy car with 59 miles range in it.

As she remained unhappy, she brought her complaint to this service. She asked that an investigation was carried out into Advantage’s conduct.

Our investigator looked into Miss M’s it and thought it wouldn’t be upheld. He said he agreed that the timing of the feedback requests meant Miss M was distressed, but didn’t think that it was deliberate. He said Advantage had offered to fix the extra damage, but Miss M declined the offer, and there wasn’t proof that the first aid kit and roadside pack were taken by the repairer.

Miss M didn’t agree with the view and asked that it was reviewed by an ombudsman. Because she didn’t agree, her complaint has been passed to me to make a final decision.

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.

I need to start by saying that, in her response to the view, Miss M has raised further issues about how she'd been affected after the claim, such as liability for the claim, the impact on her no claims discount, excess payment and potential impact on her premium in future. She's also talked about her dissatisfaction with Advantage's complaints procedure.

Under the rules of this service, we can only consider matters that have been raised with Advantage and for which it's provided its final response.

I can see that Miss M didn't want to raise a new complaint about these issues with Advantage when our investigator told her about the rules that govern what we're able to consider.

Despite Miss M's unwillingness to take those matters further, I thought it may help her if I explain why I think her claim ended as it did. I need to make it clear I'm not considering them for the purposes of this decision.

The word 'fault' in motor insurance doesn't necessarily relate to the incident on the road. So, when Advantage said it was closing the claim with Miss M at 'fault', it only means that Advantage wasn't able to recover its outlay from the third-party driver who caused the collision.

In turn, this means Miss M's no claims discount would be affected, and she's likely to have to pay her excess, which is part of her contract with Advantage. I hope this information may assist Miss M with her understanding.

If Miss M remains unhappy about these, or other, aspects of her claim then she's free to make a further complaint to Advantage, which may reach this service in due course.

Turning now to matters I can consider in this decision. Miss M has complained about the service she had during her claim from Advantage and its approved repairer.

It's important I say that this service isn't the regulator. We're an independent dispute resolution service. What I can do is look at the way Advantage dealt with Miss M's claim and see if it acted fairly, reasonably and in line with the policy terms and conditions.

Having read the file of evidence, I'm not upholding Miss M's complaint. I'll explain why.

Running through Miss M's complaint is her dissatisfaction that Advantage seemed to be more interested in obtaining feedback from her about the quality of its service, than actually dealing with the problems she says she was encountering during her claim. I can see these communications frustrated her immensely, but having looked at what was being sent to Miss M I can't say the communications were unreasonable even though I understand her disappointment.

From the file, I can see Miss M wanted her car repaired by a manufacturer's garage. Ultimately this didn't happen, but I can see Advantage worked with Miss M to have her car recovered by the garage it used and I think its actions were fair. Under the terms of the policy, Advantage is able to use its network of approved repairing garages. I can see Miss M had the option in the policy wording of taking her car to her own choice of garage, but she doesn't seem to have done so.

She's talked about being provided with a courtesy car with a range showing of 37 miles, which she found disappointing, and then returning it with a range of 59 miles. It's my understanding that Miss M was able to visit a petrol station using the range it was supplied with. I can understand Miss M's position on this point, but I can't fairly say it's Advantage's fault or that it needs to rectify this.

I can see from the file that Miss M found the glovebox of her car had been opened while it was in the repairer and some items were missing, that'd been in the car from new. I can also see from the file that Advantage asked the repairer about this, and it said if it needed to access the glovebox then it would have left the items in the car.

Unfortunately for Miss M, I can't see evidence of the items or that they are missing, so I'm not able to uphold this part of her complaint. I'd emphasise here that this not about believing one side over another, it's about whether there's evidence that the items were taken by the repairer, and from the file I have, I can't see that evidence exists.

Miss M has complained about damage that wasn't fixed by Advantage when it was taken by her approved repairer. I've looked at the information Miss M gave Advantage when she reported the claim, and she said:

"The car is drivable it is scratched, headlight looks damaged and bonnet seems lifted but still closed."

When her car was returned to her, there was another area of damage she complained hadn't been fixed. But, as I say above, I can't see that Advantage was aware of it. I can see that it then offered to have the repairer deal with the damage noted, but I can see Miss M wasn't happy that her car was going to go back to the original repairer.

I don't think that's unreasonable given her perception of the service she'd had, and I think a fair resolution would be that Advantage offered to have the work done by another of its repairers to finalise Miss M's claim.

However, as I think Advantage has acted reasonably during the claim, I'm not going to make this part of my decision. If Miss M wants this damage repaired by Advantage then she can contact it and have the work done.

Taking everything into account, I can see from Miss M's approach to this service that she wants a full review of Advantage's actions during her claim. I've said above that this isn't our role. What I'm able to say is that, from the evidence I have, Advantage has acted fairly and according to its policy wording. I appreciate Miss M will find my decision disappointing, but I'm not upholding her complaint.

My final decision

For the reasons set out above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 28 April 2025.

Richard Sowden
Ombudsman