

## **The complaint**

Mr A complains about the poor service provided by Advantage Insurance Company Limited and its agents after his car was damaged and he claimed on his motor insurance policy.

## **What happened**

Mr A's car was hit in the rear by another car on 6 April 2024 whilst unattended. He made a claim two days later. His car was taken to one of Advantage's approved repairers on 12 April 2024, but he wasn't offered a courtesy car until 18 April 2024. Mr A rejected it and continued to pay for taxis for a further four days until he was offered another car.

The initial repairs were completed by 15 May 2024 - but Mr A found fault with them. The garage then replaced a tail light, but it didn't agree that the other issues Mr A was concerned about were related to the incident or to the repairs. So Advantage appointed an Independent Assessor to review the car. He noted some pre-existing damage on it and didn't think any further work by the garage should be authorised.

Mr A was unhappy about the delays with the courtesy car and in getting the Independent Assessor's view, plus his findings. He said there was no pre-existing damage to the car and that more repairs should be done. He also complained about items missing from the car that he said had disappeared after it was left with the garage, as well as the garage's failure to replace two 'cherished' stickers and a 3D number plate. Advantage issued two final response letters addressing Mr A's complaints issues. It offered him £300 compensation in total. Later it increased its total offer to £450, which Mr A rejected.

One of our Investigators reviewed Mr A's complaint. He thought the compensation should be raised to £500 in total. Advantage agreed to that, but Mr A didn't, so the complaint was passed to me for further review.

## **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.

### *Delay with courtesy car/ taxi fares*

A courtesy car isn't normally provided until a car has been accepted by a garage to see if its repairable. But Advantage accepted that it was slow to find a garage, and that Mr A wasn't offered a courtesy car until 11 days after that. It offered him £200 compensation. That sum included £110 for 11 days loss of use of a car at £10 per day (a rate we think is reasonable). Advantage added a further £90 compensation for the six-day delay in getting the car into a garage. It agreed with Mr A that he'd been inconvenienced and that he shouldn't have had to chase it for updates. I think Advantage compensated him reasonably for his expenses until the point at which he was offered a courtesy car. I don't think it would be fair to require it to cover any taxi fares incurred after that date, as a replacement car was then available to him.

### *Inadequate repairs*

Advantage accepts that its repairer should have replaced the car's tail light. It paid for that to be done and also paid Mr A £100 compensation. The garage replaced the struts that were causing the boot lid to squeak, as well as a dent and a scratch – even though it said those issues weren't accident related. The Independent assessor later reviewed the car and didn't think there was any further accident or repair related work for the garage to do. He noted that there had been previous damage and previous repairs to the car unrelated to the claim. Although Mr A disagrees, I think it was reasonable for Advantage to rely on the opinion of an independent expert in terms of the repairs.

### *Stickers, number plate and missing items*

Advantage was only required to return the car to the manufacturer's standard specification. Mr A had replaced the car's standard number plate with a 3D version, which was a modification. I think it was fair for the garage to replace the number plate with a standard one – although there's a note on the file to say that Advantage asked the garage to try to source a 3D plate. The stickers that were on the car's damaged rear windscreen were Mr A's personal property - not items that a garage would be expected to replace as part of the car. But Advantage has said Mr A may be able to claim for them under the policy's personal possessions cover if he finds replacements and provides receipts.

As the car's rear windscreen was broken, the car wasn't secure until it was taken into the garage six days later. I think it would have been reasonable for Mr A to remove any items of value from the car immediately, well before it went into the garage. And items could have been taken from it during the intervening six days. I haven't seen any evidence that the missing items were in the car when it arrived at the garage. The Independent Assessor was shown a video of the content of the boot when the car arrived, and it didn't show that a charging cable and a tyre pressure pump were present. Mr A says cricket bats he bought for over £1,000 were also taken from the car. He's provided proof of purchase - although that doesn't mean they were in the car when it arrived at the garage. He also said a mobile phone and a wallet were missing. Without evidence of the items being in the car (plus proof of ownership / purchase) I can't require Advantage to replace them.

### *Increased offer of compensation*

After Mr A complained to us, Advantage reconsidered its total compensation offer of £300 and offered to increase it by £150. It said that was because of the avoidable delay in instructing the Independent Assessor and for all the calls / chasing Mr A had been forced to do during the claim's progress. I think the increased offer shows that Advantage took Mr A's concerns seriously and wanted to put matters right. And it later accepted a further rise in the compensation to £500, which I think was reasonable.

### *Mr A's further comments*

In response to the Investigator's findings Mr A didn't acknowledge that he had proposed the compensation for distress and inconvenience should be raised to £500, or that Advantage had accepted the proposal. Instead, he said several of his issues hadn't been dealt with. He cited the taxi fares he'd paid, the cost of the missing items, the excessive calls he'd made, and the car not being properly repaired. He also said the car was driven by the garage without his permission, that there was extra mileage on it and that there was an error in Advantage's agent returning his car keys.

As far as I can see, the latter issues weren't dealt with formally as part of Mr A's original complaint, so I can't make a finding on them. A note on the file says the extra mileage was run up in driving Mr A's car to his home and then back to the garage after the initial repairs, as he wouldn't accept it. The note also says the fuel used was replaced. Advantage told Mr A that as he had objected to the car being driven to his home, it would be delivered to him the next time on a truck, which is what happened. Usually, consumers collect their cars from garages after repair, but Mr A didn't agree to that. I don't think he was disadvantaged by the car being driven to his home, or that Advantage needed Mr A's permission to do so in the circumstances. I also think it responded reasonably to his concern about the issue.

In terms of the other points made by Mr A, the taxi fares were covered by the loss of use payment made by Advantage (as set out above). The repair issue has been dealt with based on the view of an independent assessor. The excessive calls made by Mr A are covered in the extra compensation offer. And Advantage has agreed to consider the missing items under a personal possessions claim, subject to appropriate evidence.

### *In summary*

The claim dragged on longer than should have been necessary, largely due to delays on Advantage's part. And there's no doubt that its communication with Mr A should have been better. The garage missed a repair issue, and Mr A was inconvenienced by having to wait so long for a courtesy car. So I think he faced a good deal of upset and inconvenience. But in my opinion, Advantage recognised that its service was lacking and tried to put matters right.

We think £500 compensation is fair where the impact of a business's actions has been to cause a consumer considerable upset and worry, or significant inconvenience, over several weeks or months. That happened here, but I don't think it would be reasonable to ask Advantage to pay more than £500 to Mr A, given that it also paid for the relevant repairs to his vehicle and ensured that he had a courtesy car for most of the period.

### **My final decision**

My final decision is that I uphold this complaint. I require Advantage Insurance Company Limited to pay Mr A £500 compensation in total.

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

Susan Ewins  
**Ombudsman**