

The complaint

Mr B has complained about poor repairs when he made a claim under his car insurance policy to Advantage Insurance Company Limited.

What happened

Mr B made a claim for vandalism to his car in January 2024. Between January 2024 and June 2024 Mr B's car was returned to an approved repairer (AR) several times, but each time Mr B remained unhappy with the standard of repair and found new issues.

In April 2024 and July 2024 Mr B's car was inspected by an independent assessor (IA) who recommended several rectification repairs.

In June 2024 Advantage upheld part of Mr B's complaints and offered £475 compensation for the distress and inconvenience caused. In July 2024 it said the AR offered £120 for a full valet of the car and £90 to replace the manufacturer badge to the rear of the car.

In November 2024 Mr B asked us to look at his complaint. He said his car still hadn't been repaired to his satisfaction.

In December 2024 an IA inspected Mr B's car and listed remaining issues which either needed rectification repair or further investigation.

In January 2025 Advantage agreed we could include all complaint issues up to this date. It said it would increase the offer of compensation by £200, so £675. And it would pay £40 for four days loss of use. It arranged for a different AR to contact Mr B to arrange rectification repairs in line with the IA's recommendations in December 2024.

The remaining issues in dispute were:

- Damage to sensors, camera and sat nav
- Damage to the passenger door

Advantage said a diagnostics report carried out by Mr B's choice of garage in September 2024 didn't show that issues with the sensor, camera and sat nav were incident related or caused during repair. Mr B believed the doors had been removed during repair. Advantage provided images of the stages of the repair process by the first AR which showed the passenger door remained in situ. It said the AR didn't quote to remove the door as it wasn't necessary for it to carry out the repair - and this wasn't something Advantage paid the AR for.

One of our Investigators thought Advantage's offer to increase the compensation to a total of £715 was enough to resolve the complaint. It wasn't in dispute that Advantage had provided a poor service and Mr B had been inconvenienced over a period of months. But the Investigator agreed that the remaining repairs issues were not proven to be the responsibility of Advantage. So she didn't make any further recommendations.

Mr B didn't agree. In summary he says the new AR has identified an overspray to the inside of the door trim. He doesn't believe the compensation award reflects the level of inconvenience he has experienced since January 2024.

So the case has 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.

The background to this complaint is well known to both parties and the timeline up to December 2024 isn't in dispute. So I've focused on the compensation award Advantage offered in June 2024, the increased offer in January 2025, and the outstanding repair issues since Mr B's claim in January 2024.

Outstanding repair issues

In September 2024 a dealership garage of Mr B's choosing carried out diagnostics to check the reported issues Mr B made to the sensors, camera and sat nav. The garage didn't conclude that the issues were incident related or caused by the AR. The report stated that there was a possible separate software issue as the cause.

The IA's report dated 1 December 2024 confirmed rectification repairs as follows:

- The manufacturer badge to the rear of the boot has been fitted incorrectly
- The rear passenger door blackout is sitting proud from the front door
- Front and rear passenger door seals are not sitting correctly
- The rear spoiler hasn't been fitted correctly
- The front passenger door makes a rattling sound when closing
- Polish specks and dirt to various areas of the car
- Overspray on the left hand window

The IA made the following recommendations:

- correctly fit the rear boot badge at the original AR's cost.
- Correctly refit the left rear door trim or replace if required at the original AR's cost.
- At the time of inspection the front and rear passenger door seals had been repositioned and were now fitted correctly. No further action required.
- Rectify the boot spoiler at the AR's original cost.
- The IA was unable to confirm if stripping the door was part of the repair method. His report says the AR was adamant that only the door handle was removed and the door was not stripped. (I will refer to this point later in my decision.)
- The car should be fully valeted at the AR's original cost.
- The original AR did not want the car returned to them and so the IA recommended Advantage arrange for an alternative AR to carry out the recommended rectification repairs.

Advantage has provided images of the stages of repair to the doors that were resprayed. The repair costs do not include the removal of the doors as part of the repairs. So I'm satisfied from the information provided that there isn't evidence to show the doors were removed. I appreciate that Mr B says the AR told him and the IA that he had removed the doors. But the IA's report doesn't support this and I don't have evidence to contradict what Advantage has provided.

The new AR has identified damage to the passenger door which they say means it requires replacing. But I can't see any evidence to show that this was incident related, or caused by the previous AR.

Based on what I've seen, I don't think Advantage is responsible for rectification repairs to the passenger door, sensors, camera or sat nav.

The compensation award Advantage has offered

There's no dispute that the repairs to Mr B's car has caused distress and inconvenience over and above what would be considered reasonable. In June 2024 Advantage accepted that the AR had rushed repairs and this led to a number of repairs having to be rectified.

The period of time it has taken to put things right is unreasonable. And I appreciate that Mr B's car still hasn't been repaired to his satisfaction. I understand Mr B had use of another car or was provided with a courtesy car during the periods (outside of the four days) his car was with an AR.

I think the compensation award of £675 along with a loss of use award of £40 for four days is within the range of awards we give in similar circumstances. Further time has passed while Advantage investigated issues which it doesn't agree it is responsible for.

I note that in addition to Advantage's offer to increase the compensation award, it said it would assign a senior member of its supplier team to oversee the rectification repairs and provide Mr B with weekly updates. Mr B says the new AR hasn't received any contact from Advantage since providing its estimate for repairs.

It's not clear to me if Advantage has paid Mr B any compensation yet. So my final decision sets out the offers made by Advantage and that I agree – based on the information I've seen – this is enough to resolve the complaint.

Mr B says the new AR has identified an overspray to the inside of the door trim which we have overlooked. This isn't something I can see was raised with the IA. So this is something Advantage will need to liaise with the new AR about.

My final decision

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

- Pay Mr B a total compensation award of £715. This is £675 for distress and inconvenience and £40 for loss of use for four days.
- Pay the costs of a full valet.
- Oversee remaining rectification repairs with the new AR and provide Mr B with weekly updates in line with its offer on 3 January 2025.
- Liaise with the new AR about the overspray to the inside of the door trim.

Advantage Insurance Company Limited must pay the compensation within 28 days of the date on which we tell it Mr B accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at a simple rate of 8% a year.

If Advantage Insurance Company Limited considers that it's required by HM Revenue & Customs to withhold income tax from that interest, it should tell Mr B how much it's taken off. It should also give Mr B a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 12 June 2025.

Geraldine Newbold

Ombudsman