

## **The complaint**

Mr B is unhappy with the service provided by Advantage Insurance Company Limited (AIC) following a claim made under his car insurance policy.

## **What happened**

In August 2024 Mr B's car was involved in an incident which resulted in him contacting AIC to make a claim.

The facts of Mr B's claim are well known to be parties. So I haven't repeated them in detail here. To summarise Mr B was unhappy with AIC's handling of his claim. Mr B's complained about several aspects of AIC's claim handling, including not providing a courtesy car, poor communication about the return of his car, and deciding not to deal with the repair of the SOS warning light on his car.

AIC's considered Mr B's complaint and agreed its claim handling had been poor for some aspects. AIC said it would pay Mr B £30, and consider any additional travel costs for the period 15 to 20 August 2024. AIC also agreed to not charge Mr B the £250 excess usually payable if repairs are completed by a repairer outside of AIC's own network. Mr B was unhappy with this response, and so brought his complaint to the Financial Ombudsman Service for investigation.

The Investigator found that AIC hadn't offered enough compensation for the poor handling of Mr B's claim, and asked it to pay Mr B an additional £100 in recognition of the impact on Mr B. Mr B didn't agree with the Investigator's findings. As the complaint couldn't be resolved it has been passed to me for 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'd like to reassure the parties that although I've only summarised the background to this complaint, so not everything that has happened or been argued is set out above, I've read and considered everything that has been provided.

## ***Courtesy car***

When we investigate a complaint about an insurer's decision on a claim, our role is to consider whether the insurer handled the claim in a fair and reasonable manner. So I've considered the evidence to determine whether AIC has acted fairly and reasonably in its interpretation and application of the policy terms for provision of a courtesy car.

The terms and conditions for when a courtesy car will be provided explain:

- *The replacement car service is only available if you are making a claim under Section 1 or 2 of the policy and the repair is being done by your insurer's nominated repairer*
- *The replacement car will be provided by your insurer's nominated repairer*
- *The service is only available while your car is being repaired*

The policy terms are clear in explaining when a courtesy car would be provided. Mr B says the decision to use his own repairer was driven by AIC's poor service. AIC says Mr B advised of his preference to use his own repairer early in the claims process, and because of this, a courtesy car wouldn't have been provided in any event.

When evidence is contradictory or inconclusive (or both) I have to make a finding on the balance of probabilities. That is what I find is most likely to have happened in view of the available evidence and wider circumstances.

AIC has provided a call recording between Mr B and AIC discussing Mr B's options in respect of repairing his car. This call took place on the same date as the date of the incident. During this call, Mr B explains to the call handler that because of the make and model of his car, referring to it being an expensive car, he'd prefer for it to be repaired at a garage of his choosing. He also commented on reviews he'd read about the nominated repairer offered to him by AIC, and how these reviews had informed his decision to use his own repairer.

Having considered this evidence, I'm persuaded, more likely than not, that it was Mr B's intention to send his car to his own repairer at the outset of the claim. I recognise Mr B's strength in feeling about what he was told about how long it would take to repair his car if he used AIC's nominated repairer. But I haven't seen any evidence to support this.

Even if this is what Mr B was told, I'd also need to consider the evidence of Mr B highlighting his preference to use his own repairer because of the type of car he had, and this being communicated to AIC on the same day that the incident happened. On balance, I think it's fair to say this was Mr B's preferred option from the outset.

The policy terms are clear in saying that a courtesy car would only be provided if Mr B proceeded with repairs through AIC's nominated repairer. As Mr B didn't do this, I'm persuaded AIC's decision not to offer a courtesy car is fair. The policy terms also say '*The service is only available while your car is being repaired*'. So even if Mr B had agreed to proceed with the claim through AIC's nominated repairer, it's unlikely Mr B would've been offered a courtesy car until the repair date had been agreed.

I have seen that Mr B's policy says '*You can use your own repairer for an accidental damage or fire and theft claim but you'll still have to pay the excess shown above, plus an additional excess of £250.*' As part of its offer to settle Mr B's complaint, AIC agreed to cover this cost, despite Mr B choosing to use his own repairer. I think this action is fair. AIC also agreed to pay Mr B £30, and consider any travel costs for the period 15 to 20 August 2024. As Mr B's policy doesn't provide this cover, I think AIC's offer is reasonable in the circumstances.

Overall I'm satisfied AIC's actions in respect of offering a courtesy car have been in line with the policy terms, and its offer to put things right is reasonable. For the reasons explained, I won't be asking it to do anything more than what has already been offered in settlement of this part of Mr B's complaint.

### ***Redelivery of the car post repair***

AIC accept that there were parts of the claim that it could've handled better. This includes the return of Mr B's car once repairs had been completed. Mr B has described the impact on him as a result of AIC's poor communication about the collection of his car, and payment of the policy excess. Mr B has described how he had to take time off work, and make several lengthy phone calls to AIC before his car was released to him by the garage.

The Investigator recommended AIC pay Mr B £100 in recognition of the time wasted in dealing with the return of his car. Having considered our award bands alongside the impact on Mr B, I'm satisfied this amount is reasonable and in line with what we'd direct in the circumstances.

This amount recognises the lack of clear explanation provided by AIC to the garage in respect of the policy excess not being payable by Mr B, and the stress caused to Mr B because of the length of time it took for AIC to communicate this information. It also recognises the impact on Mr B, such as the time spent dealing with AIC on the phone and waiting for approval, before his car was released to him. I'll be directing AIC to pay £100 to Mr B if it hasn't done so already.

### **SOS Warning Light**

I don't doubt the trouble and stress caused to Mr B in discovering that the SOS warning light in his car wasn't functioning the way it should be. I recognise the shock and upset this must've caused. But for me to say AIC needs to do something to put things right, I'd need to be persuaded that AIC's decision not to cover this repair is unfair, or wrong. But having considered the evidence, I'm not persuaded it is.

Insurance policies do not cover every eventuality, and this is one of those circumstances, where the evidence doesn't support the damage being covered by the policy. I say this because two independent experts have agreed that it's more likely than not the cause of the SOS warning light failing is linked to '*water ingress into the aerial or that the battery in the unit needed to be renewed.*' None of these reasons cite the incident as being the cause of the SOS warning light not working. So we wouldn't expect AIC to cover this repair.

Mr B feels strongly that the AIC engineer influenced the garage's view of the cause of damage. But I haven't seen any evidence to support this. The evidence I have seen persuades me that the garage agreed with AIC's engineer's assessment of the likely cause of damage. I haven't seen any evidence to suggest that the garage had a different view. We wouldn't expect AIC to cover the cost of any further investigation of the issue as the garage agreed with the likely cause put forward by AIC's engineer.

Based on the expert opinions provided on Mr B's claim, I can't say that AIC has acted unfairly or unreasonably in relying on this evidence and declining Mr B's claim for repairing the SOS warning light issue. Because of this, I won't be asking AIC to do anything in settlement of this part of Mr B's complaint

### **Putting things right**

Advantage Insurance Company Limited must pay Mr B £130 for the distress and inconvenience caused (if any of this amount has already been paid Advantage Insurance Company Limited is required to pay the outstanding amount only).

### **My final decision**

For the reasons given above, I uphold this complaint. Advantage Insurance Company Limited must follow my directions for putting things right as detailed above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 11 June 2025.

Neeta Karelia  
**Ombudsman**