

## **The complaint**

Mr M says Advantage Insurance Company Limited provided poor service when he made a claim on his motor insurance policy, especially in relation to child seat provision in a hire car.

## **What happened**

Mr M's car was damaged in a non-fault accident on 17 October 2024. He told Advantage that any hire car it provided would need to have child seats. His recollection is that it said he'd get them. The next day the hire firm confirmed it, yet the seats weren't provided. As a result, Mr M didn't take the hire car, so he and his family were greatly inconvenienced. All trips to school and elsewhere had to be made on public transport, which cost more and took much longer. Mr M wants Advantage to refund his losses for time lost and transport costs.

Mr M says Advantage didn't tell him how to reclaim the cost of child seats until 7 November 2024, at which point he bought new ones. But by then, he had been without transport for around three weeks. Mr M also says Advantage didn't investigate his complaint properly before replying to it. He says it hadn't listened to the call he made setting out his complaint. And he thinks it's responsible for the hire firm's actions.

Advantage replied to Mr M's complaint in on 29 October 2024. It said the policy didn't cover the provision of child seats in a hire car. It issued a further response on 18 December 2024, as he'd told it some of his concerns hadn't been dealt with. Advantage said the issues he'd raised about child seats had been addressed in its previous response. It confirmed that it had listened to the initial call about the child seats on 18 October 2024 and the one on 19 October 2024 when Mr M made a complaint. It said the policy's terms and conditions had been set out in the latter call, and it didn't change its opinion of his complaint.

One of our Investigators reviewed Mr M's complaint. He didn't think the call on 18 October 2024 showed that Advantage's advisor had led Mr M to expect child seats would be provided by the hire firm. He said the advisor had told Mr M he'd have to speak to the hire firm about it. And he noted that the advisor had told Mr M how to claim back the cost of replacement seats during the call. The Investigator also noted that after Mr M claimed for new child seats on 11 November 2024, Advantage paid him for them the next day. He said he thought that Advantage not listening to Mr M's complaint call on 19 October 2024 before replying to his complaint had made no difference to the outcome.

In response, Mr M repeated that it wasn't until 7 November 2024 that Advantage told him how to claim for the cost of car seats. He said it had apologised for service issues around the car seats. And he insisted that it was responsible for all the actions of the hire firm.

## **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.

Mr M and his family faced severe disruption to their daily lives for several weeks until the new child seats were bought. They also incurred additional expenses and a significant

amount of wasted time, as their essential journeys on public transport took three times as long as they would have taken by car. Mr M thinks the service provided by Advantage was poor and led to all the distress and inconvenience he faced. I think it's clear why he believes he should be compensated by Advantage for his wasted time and expenses. What I have to consider is whether I think that's the case, or whether the available evidence shows that Advantage acted reasonably and in line with the policy's terms and conditions.

I've listened to the calls on 18 October 2024, and I don't think Advantage's advisor led Mr M to believe he'd get child seats from the hire firm. The advisor only said Mr M would have to speak to the hire firm about it. When Mr M called the hire firm, an advisor said Mr M's local branch *should* be able to provide them. Although that wasn't a promise of child seat provision, I can see why Mr M's expectations were raised. So it's clear why he was very frustrated to be told at the local branch later that it didn't provide child seats.

Although Mr M thought the issue should be sorted out by Advantage, there's nothing in the policy to cover the provision of child seats by hire firms – which are independent businesses. The cars and the service they provide are outside the control of insurers, as is their provision of extra requirements, such as child seats. I know Mr M feels strongly about this issue, but I don't think Advantage is responsible for the actions of the hire firm. It has its own complaints process for consumers to use if they're unhappy with its service.

Mr M says Advantage didn't tell him how to claim for new car seats until 11 November 2024, but the call recording shows that the advisor he spoke to on 18 October 2024 referred to the process then. He told Mr M to send in proof of purchase, plus photos of the child seats and his driving licence. Mr M said that was for later, as he wanted a hire car *now* that came with child seats. That's when the advisor told Mr M to discuss the issue with the hire firm.

It seems that as Mr M expected to get a hire car with child seats, he didn't see the need to buy them and claim back the cost of them at the time. But I think once Mr M was told the local car hire branch didn't provide them, it would have been reasonable for him to consider his options. Consumers are required to limit their losses if possible. Mr M could have taken the hire car (as not all journeys would have had to be made with his children on board). In addition, he could have bought the child seats (and got a prompt refund for them) rather than paying for public transport for the next few weeks. His inconvenience, expenses and wasted time would then have been greatly reduced.

If Mr M thought he'd been misled by Advantage and by the hire firm, he could still have made a complaint. But I don't think Advantage should be required to reimburse Mr M's losses. In my opinion, the evidence shows that it didn't mislead him, and that he was aware of the option to buy child seats and to be paid for them from the day after the accident.

In the calls with Advantage on 19 October, the complaint issues Mr M raised were that he was misled about getting child seats, which meant he had no transport. During the call, he objected to the advisor trying to explain the policy's terms and conditions. I think it was relevant and reasonable for her to do that, *not* poor service, as Mr M claimed. He said his simple request had not been dealt with and that Advantage had tried to pass the problem on to the hire firm. He also mentioned not having been contacted by the repairer yet. At the end of the call, Mr M said he wanted to add to his complaint that Advantage thought it was fair for him to be without a car pending a reply to his complaint, which might take several weeks.

The initial reply to Mr M's complaint was issued 10 days later. It covered the lack of child seat provision and referred to the policy's terms and conditions. It didn't specifically mention the extra point Mr M had made about not having a car until he got the response to his complaint. But I think that was part of the main issue (as being without a car was due to the

lack of child seats) and Advantage addressed that issue. It also confirmed that it had complied with its terms and conditions, as the advisor had told him on 19 October 2024.

I don't think Mr M has shown that there was a deliberate omission to include all the issues he had raised. I think it was reasonable for Advantage to say in its second response letter that it had already covered the child seat issue. The customer care advisor said she had listened to the call on 19 October 2024 – which made no difference to the outcome. I think that was reasonable. In the call, Mr M had referred to the fact that he hadn't heard when his car would be collected for repair. In my opinion, it may have been better had Advantage mentioned that in its response to his complaint. But I can see why it didn't - it seemed to be raised as a query rather than a complaint issue, and Mr M didn't mention it in his later complaint to us.

Later, Advantage offered Mr M £150 compensation, but he didn't accept it, as he wants his losses (which he calculates at over £1,000) to be paid.

Although there's no doubt that Mr M and his family faced a great deal of distress, inconvenience and extra cost during the claims process, I don't think he's shown that Advantage was to blame for that. Consequently, despite my sympathy for the very difficult situation Mr M experienced, I can't uphold his complaint.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 27 August 2025.

Susan Ewins  
**Ombudsman**