

## The complaint

Mr W complains that Advantage Insurance Company Limited's approved repairer failed to adequately repair his car following an accident and claim on his motor insurance.

## What happened

Mr W had an Advantage motor insurance policy. His car was damaged in an accident in January 2025 and he made a claim on his insurance. Advantage appointed its approved repairer to assess and fix the car. Mr W got his car back on 21 March 2025.

Later the same day, Mr W reported the car's engine warning light came on and the car went into 'limp mode'. He also reported a fault with the water pump. He thinks the repairer failed to fix all the damage from his accident.

Advantage apologised for delays investigating this and offered Mr W £100. But it told him the post-repair faults weren't related to his accident. It suggested he get his own expert report. It said if his report showed the new issues were related to the accident and/or repairs, it would arrange for these to be fixed and refund the cost of his report.

Mr W was unhappy with this and complained to this service. Around the same time, Advantage reviewed Mr W's expert report. It accepted that this showed "*additional faults had developed while the vehicle was in the care of our repairer*" and agreed to cover the additional repairs. It increased its compensation to £300 and offered Mr W the ongoing use of a replacement car until his was fixed.

Our investigator agreed that Advantage should repair the post-repair faults and thought its increased offer of £300 to apologise for the inconvenience Mr W had suffered was fair. She thought it should also refund the cost of Mr W's expert report, plus interest.

Mr W didn't think this adequately compensated him, so the complaint was 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.

- Advantage's records show Mr W contacted it the same day he got his car back from the repairer. I think it's incredibly unlikely the engine warning light indicated pre-accident damage. In my opinion, the fact the car went into limp mode as soon as it was returned to Mr W showed there was most likely a problem with the repairs.
- As Advantage's engineer later highlighted, the water pump was located "*in the area where the damage was caused*". Again, it seems much more likely that the pump was damaged in the accident rather than it developing a fault independently.
- I think Advantage responded unreasonably by telling Mr W these new faults weren't related to his accident or repairs.

- I'm glad it changed its stance when it reviewed Mr W's report. However, I don't think it needed Mr W's expert to show the original repairs were inadequate.
- As Advantage acknowledged, it was slow to assess the car when Mr W raised these post-repair faults. It then took another month before it could review Mr W's report. And once it agreed to repair these faults, it took another two months for its repairer to get replacement parts and book the car in for repairs.
- All of this created an unreasonable delay getting Mr W's car back on the road. The car wasn't fully repaired until the end of July 2025, six months after the accident. I've no doubt this caused Mr W inconvenience and considerable frustration.
- Advantage's records show it provided a replacement car as soon as Mr W made a claim. The policy requires Advantage to provide "*a Group A vehicle, such as a Ford Ka.*" While I recognise Mr W wanted something better, I'm satisfied that Advantage fulfilled its obligations under the policy. In the circumstances, I think this was fair. Advantage later upgraded the replacement car.
- I don't think it was unreasonable for Advantage to withdraw the replacement car when it believed repairs had been successfully completed. However, I recognise that Mr W was without a car for around 13 days during his claim. I think at least part of this is a result of the failed repairs, so I've taken this into account when considering compensation.

Mr W didn't think our investigator's proposed redress reflected the "*considerable disruption, stress, and financial loss*" he suffered. In summary, he wants Advantage to pay:

- £200 per day for loss of earnings over the 13 days he was without a car.
- £250 for his expert report, plus interest.
- Six months' insurance and six months' car finance costs, reflecting the period he was without his car.
- Additional compensation to reflect the delays repairing the car and the "*stress, anxiety, and disruption to both my personal and professional life*".
- In total, he estimates compensation should be between £6,000 and £15,000.

I understand that this period would have been incredibly frustrating for Mr W. While insurance claims by their very nature can be upsetting and cause upheaval, I find that Advantage's response aggravated this. However, Mr W hasn't offered any evidence that Advantage's inability or refusal to offer a replacement car for the missing 13 days prevented him from working or cost him clients, as he says. If a car was critical for his work, Mr W might reasonably have arranged to hire one himself. If he'd done so, I might have asked Advantage to refund this cost.

I see no reason to ask Advantage to refund his premiums or offer him a 'free' period of insurance. Mr W has clearly had the benefit of his policy in getting a replacement car and having his own car repaired, albeit much too slowly. His car finance agreement is a separate contract and unrelated to his insurance claim.

I'm satisfied that Advantage caused Mr W unnecessary distress through its handling of the claim, in three areas. First, its repairer's inadequate repairs following the accident; second, its response when Mr W raised the post-repair faults; and third, the delays rectifying the matter.

I've thought about what this service awards in similar circumstances. Having done so, I think Advantage should pay Mr W £500. It should also refund the cost of his expert report, plus interest. I think it's reasonable that he provides evidence of this cost if Advantage asks for it.

### **My final decision**

My final decision is that I uphold the complaint and order Advantage Insurance Company Limited to:

- Refund the cost of Mr W's expert report, plus interest at 8% simple per year from the date he paid for it to the date of settlement.
- Pay Mr W £500 to reflect the distress and inconvenience the matter caused him.

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

Simon Begley  
**Ombudsman**