

The complaint

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

Advantage is the underwriter of this policy. Part of this complaint concerns the actions of third parties instructed on the claim. Advantage has accepted that it is accountable for the actions of third parties instructed by it. In my decision, any reference to Advantage includes the actions of any third party instructed by Advantage during Mr A's claim.

What happened

In August 2024 Mr A contacted Advantage to make a claim. The damage description included '*Rear indicators sometimes do not work.*'

Mr A's car was deemed repairable, and so was repaired by Advantage's approved garage, and returned to him. The repair assessment that recorded the work completed on Mr A's car included 'R + R REAR BUMPER, INCLUDES: R + R TAILLAMPS, RENEW REAR BUMPER' and other repairs to the rear part of Mr A's car where the damage had happened.

Within a few weeks of Mr A's car being returned, Mr A noticed a warning light appearing for the indicator, and other issues. Mr A said the rear indicators were causing issues with not signalling when they should be and signalling incorrectly at times.

In October Mr A took his car back to the repairer and the issues were discussed. Advantage told Mr A they the issues weren't incident related or repair related and it wouldn't be paying for any additional repairs.

Advantage provided Mr A with a vehicle diagnostics report showing the system fault codes on Mr A's car before and after repairs were completed. The 'before' report showed there was an intermittent system fault code for both 'Rear Right Direction Indicator Control Fault' and 'Rear Left Direction Indicator Control Fault.' The 'after' report showed the system fault code wasn't appearing. Advantage said it was for Mr A to show that the indicator fault code wasn't on the car before the incident.

Mr A complained about the service provided by Advantage. Advantage considered Mr A's concerns but didn't offer to do anything in settlement of Mr A's complaint about the repairs. Advantage said its service had been poor in respect of the communication with Mr A and offered Mr A £100 compensation for the distress and inconvenience caused. Advantage said Mr A would need to take his car to a main dealer to evidence that the issues are incident related, and it would cover the cost of any repairs if it transpired that this was the case. Unhappy with Advantage's response, Mr A brought his complaint to the Financial Ombudsman Service.

The Investigator considered the evidence and said Advantage has acted reasonably and didn't ask it to do anything more. Mr A said he remained unhappy with the issue relating to the rear indicators as it's a safety concern, and he hasn't been able to drive his car with his

children because of the problem happening unexpectedly. As the complaint couldn't be resolved it has been passed to me for decision.

I issued a provisional decision on Mr A's complaint. This is what I said about what I'd 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.

The dispute on this case concerns whether Advantage is, on balance, responsible for poor repairs to Mr A's car which has resulted in the rear indicators not working as they should be. Mr A has confirmed the crux of his complaint, and the resolution he is seeking, is in respect of the cost of diagnosing and repairing the issue with the rear indicators. So, I've focused this decision on this issue.

Advantage says the fault with the rear indicators doesn't relate to the incident, or any repairs carried out at the time. Mr A says the car passed its MOT on in the same month that the incident happened and there were no issues with the indicators at the time. The outcome of Mr A's complaint hinges on what version of events I consider is more plausible based on the evidence presented.

Advantage was asked to provide a copy of the check in sheets to show the condition of Mr A's car both on collection of the car by the garage that was instructed, and on collection of Mr A's car when it was handed back to Mr A after repairs has been completed. Advantage has failed to provide this evidence. With the evidence available I'm more persuaded by Mr A's testimony and what he has explained about the rear indicators presenting no issues until he collected his car from the garage.

Advantage say the vehicle diagnostics report support its position about the fault code for the 'Indicator Control' being cleared after repairs had been completed. I note also that when Mr A took his car back to the garage for inspection, the car was functioning as it should be and didn't present any issues with the rear indicators.

I've carefully considered Advantage's explanations about why the damage to the indicators is more likely than not, not related to any repairs it carried out. However, the vehicle diagnostics report suggested that the issue was intermittent. So whilst the car may not have presented this issue at the time of the vehicle diagnostics report being run once repairs had been completed, that doesn't mean that the car was free from any rear indicator related damage. Only that the vehicle diagnostics report at the time didn't detect any issues.

I've considered the work carried out by the garage on Mr A's car. I recognise what the garage has said about this work being nominal given the impact on Mr A's car following the incident. However, the images I've seen of the repairs, and the repair assessment itself, suggest that the repairs were more extensive than the garage has suggested. This includes the full removal of the rear bumper and connected parts.

Although repairs were not carried out directly to the rear indicators, given the location of the damage, it's not inconceivable that the rear indicators could also have been impacted during the repair process. I'm not persuaded the garage has provided any compelling evidence to support why this would not have been the case- especially given the repairs were carried out on the same part of Mr A's car that he has said is now experiencing issues with.

On balance, I'm not persuaded the garage has carried out an effective and lasting repair. I think it's more likely than not that the rear indicators are causing problems because of the poor repairs carried out by Advantage. I recognise it's a finely balance decision, and one that I can't make with any degree of certainty. But I'm persuaded its more probable that the repairs carried out to the rear bumper are responsible for the issues Mr A's car is experiencing with the rear indicators, rather than any other cause. I say this because I haven't seen any other compelling evidence to suggest that Mr A's car was experiencing issues with the rear indicators before it was worked on by the garage.

In reaching this decision I've considered the description of the work carried out by Advantage to Mr A's car, what was involved, and the location of the repairs completed. This doesn't match with Advantage's comments about nominal work being carried out. On balance I'm not persuaded the repairs had no connection to the issues with the rear indicators, given the location of repairs and the damage to the rear indicators reported.

All things considered, I'm persuaded a fair and reasonable outcome would be for Advantage to cover the cost of diagnosing and repairing the issue with Mr A's rear indicators. I accept that this will require a level of good communication and compromise from Mr A and Advantage. The very nature of this issue means that Mr A will need to work with Advantage to agree the time to take it to a garage to inspect. The diagnostics check will be more reliable and relevant if its undertaken close to a time when Mr A experiences the issue with the rear indicators.

My provisional decision

For the reasons set out above, I'm minded to uphold this complaint and direct Advantage Insurance Company Limited to pay the cost of diagnosing and repairing the issue with the rear indicators.

The responses to my provisional decision

I invited both Mr A and Advantage to respond to my provisional decision. Mr A accepted the provisional decision. Advantage didn't respond to the provisional 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.

As Mr A has accepted the provisional decision and Advantage has not responded, I'm satisfied neither party has provided and comments that materially change the outcome or my direction for putting things right on Mr A's complaint. So, I'll be directing Advantage to settle Mr A's claim in line with my provisional decision.

My final decision

For the reasons set out above, I uphold this complaint and direct Advantage Insurance Company Limited to pay the cost of diagnosing and repairing the issue with the rear indicators.

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

Neeta Karelia
Ombudsman

