

The complaint

Mr D complains about how Advantage Insurance Company Limited handled a claim made on his motor insurance policy. He wants it to record the claim as non-fault and pay him additional compensation.

What happened

Mr D's car was involved in an incident and damaged. Advantage took it for repairs and Mr D made it clear that he needed the car or one similar for several family engagements. The repairs were delayed due to awaiting parts and then the car had to be returned for rectification. Its MOT was due, and Mr D arranged and paid for this at a nearby garage. The car failed its MOT due to the poor repairs, but this was corrected.

Advantage provided Mr D with a courtesy car that suited his family's needs. But Mr D was unhappy that he had to chase this and Advantage for updates and this spoilt family events. One courtesy car was faulty, and Mr D feared it would break down, but fortunately it didn't.

Advantage agreed there had been delays and poor communication. And it paid Mr D £200 compensation for this. But Mr D thought this was insufficient and he thought Advantage should record the claim as non-fault.

Our Investigator recommended that the complaint should be upheld in part. He thought that Advantage had arranged repairs promptly and it wasn't responsible for the delays caused by waiting for parts. He thought Advantage had provided Mr D with a suitable courtesy car outside the policy's terms and conditions when required.

But he thought it had caused delays in the rectification and communicated poorly with Mr D. And Mr D had to re-arrange and pay for an MOT whilst the car was being repaired. So he thought Advantage should pay Mr D £100 further compensation for the trouble and upset caused.

Advantage agreed to do this. But Mr D replied that this wasn't sufficient for the impact of the claim on his family and the stress caused to himself. As Mr D didn't agree, his complaint has come to me for 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.

I can understand that Mr D felt stressed and frustrated during the almost three months it took for Advantage to repair his car fully. I acknowledge that during this time his family were also affected, and this also caused him upset. But, as our Investigator has already explained, I can't consider compensation for them as they are not eligible complainants under the rules that govern us.

Advantage has a responsibility to deal with claims fairly, efficiently and promptly. So I've reviewed Mr D's claim journey to see if he was treated fairly and reasonably and in keeping with the policy's terms and conditions.

When Mr D reported his claim, Advantage decided the car was repairable and a garage was assigned the repairs. Advantage approved the estimate, and the repairs were authorised within a week. I can see that Mr D was anxious for repairs to be made quickly as he needed the car for family events. But I think Advantage initially progressed the claim fairly and reasonably.

There was then a delay with the parts on order. This was unfortunate, but I think this was outside Advantage's control. Mr D was concerned that the estimated completion date wasn't updated. But I think Advantage has reasonably explained that it couldn't estimate when the parts would be supplied.

During this time, Mr D was kept mobile with a replacement car. I can see that Mr D was entitled to a replacement car whilst his car was being repaired. This is explained on page 15 of his policy booklet:

"The replacement car will usually be a group A vehicle..."

And Mr D was provided with a group B car, so I think Advantage complied with the policy's terms and conditions.

However, Mr D told Advantage that he required a larger car to accommodate his family for special events and a holiday. And I can see that Advantage supplied one to meet his requests because of the delays. Mr D was concerned that Advantage hadn't pre-booked the cars sooner, and this caused him anxiety. But I can see that they were sourced and made available to Mr D. So I think Advantage reasonably mitigated the inconvenience that would otherwise have been caused by the delays.

One of the replacement cars was defective and I can see that this caused Mr D stress and anxiety that it would breakdown whilst he was on holiday with it. Advantage provided Mr D with equipment in case this happened and it gave advice on roadside assistance if it were to be needed.

As it happened, the car didn't perform well, and the warnings caused Mr D anxiety, but it didn't breakdown. However, Mr D explained that this spoilt his enjoyment of his holiday and he had to curtail some outings because of this. I'll consider this further below.

Mr D's car was returned to him following the repairs, two months after the incident, but new scratches were evident, and the car had to be returned for rectification. This caused a further delay in the claim of a further three weeks. I think Mr D could reasonably expect his repairs to be completed the first time around. And I'll consider this further below.

As the car's MOT was due during this period, Mr D arranged with the repairer for it to be completed by a nearby garage. He paid for this, cancelling another booking. Advantage thought its garage had paid for this, but I've not seen evidence of this. In any case, Mr D would have had to pay for the MOT if his car had been repaired so I can't say this caused him any loss, just inconvenience.

When the car was returned to Mr D, he found that it had first failed the MOT due to a defective light that hadn't been repaired correctly. This was later corrected, and the car passed its MOT. He said he had been driving the car with an illegal light whilst awaiting the car to be returned to the garage. Fortunately, nothing untoward happened during this time.

And I can only consider actual rather than potential losses. So I don't require Advantage to compensate him for this.

Advantage paid Mr D £200 compensation for the trouble and upset caused by its delays in the claim, the need for rectification, and the lack of proactive updates. It's now agreed to pay £100 further compensation.

I think that better management of the ordering of the larger replacement car could have reassured Mr D and may have supplied him with a better performing car. But I have to bear

in mind that the larger car was outside the policy entitlements. Due to the delays, Mr D had to rearrange his MOT. And this caused him inconvenience.

I'm satisfied that £300 compensation is in keeping with our published guidance for the level of impact caused by Advantage's handling of the claim. And so I think that's fair and reasonable and I don't require Advantage to increase this further. Advantage needs to record the claim accurately. And I can't see any reason for Advantage to change how the claim is recorded.

Putting things right

I require Advantage Insurance Company Limited to pay Mr D £100 further compensation (£300 in total) for the distress and inconvenience caused by its handling of his claim, as it's already agreed to do.

My final decision

For the reasons given above, my final decision is that I uphold this complaint in part. I require Advantage Insurance Company Limited to carry out the redress set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 16 January 2026.

Phillip Berechree
Ombudsman