

## The complaint

Miss P complains that Advantage Insurance Company Limited failed to carry out the required rectification work following a claim on her motor insurance policy.

Miss P's policy is branded in the name of the insurance intermediary that administers it. But Advantage is the policy underwriter, so it is responsible for claims and complaints about those. So I will only refer to it within this decision.

## What happened

Miss P's car was damaged in an accident in late 2023. Advantage arranged for one of its approved repairers to repair her car. Miss P was unhappy with the standard of those repairs. The car was returned to the repairers more than once to sort out problems with the repairs.

Miss P complained to the Financial Ombudsman Service about the standard of the repairs. We considered that complaint under a different reference number to this one. We upheld Miss P's complaint. As a result Advantage paid Miss P compensation of £200 and arranged for further repairs.

Advantage then apologised for a further delay in arranging rectification work and it paid Miss P £150 compensation to address that.

Following the further repairs, Miss P remained dissatisfied and complained again. Advantage replied in May 2025. It said it believed its recent repairs and, in particular, the colour match were of a reasonable standard.

Miss P brought her complaint to this Service. One of our Investigators looked into it. She didn't think Advantage needed to take any further action. Miss P didn't agree. So, as the complaint remains unresolved, it's been passed to me to determine.

## 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 I've said above, we have already considered an earlier complaint from Miss P about similar issues. So, while I've familiarised myself with that complaint for context purposes, in line with our usual process and the rules I'm required to follow, I do not intend to revisit those complaint points here. Instead I will focus on Miss P's concerns which Advantage responded to in May 2025 and which remain unresolved following our Investigator's assessment of her complaint.

Miss P clearly remains unhappy. She is adamant that Advantage's repairers have not suitably matched the colour of one of her car's rear panels with the adjoining panel.

To look into this Advantage appointed an independent engineer (the IE) to inspect the car. When doing so the IE had sight of photographs which Miss P had provided. He commented that the photos do appear to show the colour is different. But he said that looking at a painted panel in different light and at different angles will produce a shade variation especially once the effect of weathering is considered. Overall he concluded that the work and the colour match was done to a commercially acceptable standard.

On the basis of the IE's report Advantage didn't uphold that element of Miss P's complaint. But it told her that if she provided her own report from a manufacturer's approved garage, which demonstrated that the recent work wasn't up to standard, it would reimburse her for the cost of the inspection and arrange rectification.

Miss P then submitted a report from a manufacturer's approved garage. That provided an estimate for the further work required. Advantage passed this to one of its in-house engineers. He said there was a colour mismatch before the recent repair, in other words the mismatch was pre-existing, so he didn't intend to authorise further work.

Miss P remained dissatisfied. To support her arguments, amongst other things, she gave us time stamped photos and a video. She believes these show that prior to the most recent repairs the colour of the panels matched but, after the repairer returned her car, they no longer did.

I've looked very carefully at all the evidence submitted by both sides. However, I need to be clear that we are not engineering experts; so we rely on the parties to provide expert evidence in support of the arguments they are putting forward. Our role in these complaints is to determine whether, based on the evidence supplied, an insurance company has considered all the available evidence fairly and reasonably and whether it can justify its decision to not pay for additional repairs.

In this case Advantage appointed the IE to assess whether further work was required. I think that was an appropriate step to take. I'm aware that Miss P believes the IE was biased because he was talking to a representative from the repairer prior to his inspection.

And while I can understand why Miss P is unhappy with the IE's report, as it doesn't make the findings she hoped it would, I don't find that evidence of bias.

I'll explain that the IE is exactly that, independent. His firm will charge Advantage – or other insurers etc – the same fee regardless of the conclusions. So he has nothing to gain or lose by accurately reporting his finding based on his expertise and analysis of the evidence.

Further, the IE set out the reasons for his findings in his report. And he's signed a 'statement of truth' that his findings are compliant with the appropriate court procedure rules and that his opinions are true and based on his professional knowledge. In those circumstances, and in the absence of any actual evidence of bias beyond Miss P's comments, I don't find the independent expert's report to be in any way biased.

That said, there is conflicting evidence between the IE's report and the report of the manufacturer's approved garage. The latter has listed the additional work it would do to put things right. And where, as here, there is conflicting evidence I need to decide, on the balance of probabilities, which expert's evidence I find to be the most persuasive. In this case the IE has set out the manner of his inspection, the evidence that was and wasn't available to him, including the photos that Miss P had provided. He's then given the reasons for his opinion with his court compliant statement that it was based on his professional knowledge.

In contrast the manufacturer's garage has simply produced a list of things it believes need to be put right. It hasn't given any explanation or narrative for those conclusions or said why rectification work is required. For example its report includes no commentary of any apparent colour mismatch, where that is or its extent. And its report reads more like a repair estimate than an analysis of the previous work completed. So I don't find it persuasive. It follows that I prefer, and apply more weight to, the IE's findings that the previous repair work was done to a commercially acceptable standard.

Miss P has argued that "*commercially acceptable*" is not the appropriate test for whether or not the work was of an adequate standard. But I think she's mistaken. It's the standard generally applied across the insurance industry and, as such, I find it reasonable.

I'll briefly add that, having looked at the photos Miss P's submitted, I agree that some do appear to show that the paint on the relevant panels matched appropriately prior to the recent repair but showed a difference in shade or hue afterwards. But Advantage also provided images of the car prior to the repair which – comparing the same panels – did seem to show a difference in hue or shade that Miss P's photos didn't. That is the panels did not show an exact paint match previously.

I'll add that there is an element of subjectivity to colour matching paintwork. That's because a paint's hue is affected by the elements over time. I believe that is why repairing garages attempt to blend repainted areas to match the adjacent panels – rather than simply using the manufacturer's colour code – to try and remove any obvious differences in the colours. And photos of painted and repainted areas can be misleading. That's because they don't necessarily pick up the same changes in hue or shade in the manner the naked eye would.

So, for the above reasons there can occasionally be a perceived colour mismatch which might only be seen at certain angles or in certain light. And the presence of a perceived mismatch does not of itself mean that a repair was necessarily below standard.

In this case, I'm satisfied, based on the IE's conclusions and other evidence that the repairs and colour match were done to a reasonable standard. It follows that I think Advantage's decision not to approve further rectification work was reasonable in the circumstances.

### **My final decision**

For the reasons set out above I do not require Advantage to take any further action concerning the repairs to Miss P's car.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss P to accept or reject my decision before 06 January 2026.

Joe Scott  
**Ombudsman**