

The complaint

Miss J complains that because of Advantage Insurance Company Limited's mishandling of her car insurance claim, she's suffered financial loss and significant inconvenience.

What happened

Miss J accidentally damaged the paintwork on her car. Advantage accepted her claim and arranged for its repairers to do the work.

Prior to the accident, Miss J had been planning to sell the car. She put it up for sale after she got it back from the garage and received a provisional offer of £9,555. When the buyer came to collect it, around two weeks after Miss J had received the car back, they told her the recent paintwork repairs had been done poorly. The buyer reduced their offer to £8,000. As Miss J needed to move ahead with the sale for time critical, personal reasons she accepted the offer.

Miss J subsequently complained to Advantage that she'd lost out on £1,555 because of its repairer's poor workmanship, and that she'd also suffered several inconveniences during the claim. She said:

- the appointed garage caused her concern from the outset by telling her to drive the car to them to test drivability;
- she wasn't provided with a replacement vehicle immediately after she dropped the car off, leaving her having to rely on relatives for transport home;
- when she was provided with a car two days later, it was poor quality and she didn't feel safe in it so, the repairer had to arrange a hire car for her; and
- after getting her car back, a warning light came on regarding the tyre pressure, and she had to take the car back to the garage for them to replace a sensor which had been removed during the repairs.

Miss J said this was all very inconvenient for her, disrupting her work and causing her stress.

In response, Advantage accepted, on the basis of images provided by Miss J, that "*the paint job wasn't up to the expected standard*". It said it would've fixed this, but couldn't now Miss J had sold the car. Advantage didn't accept it was liable for the loss in value Miss J said it was. It offered Miss J £100 as an apology for providing a poor service.

After Miss J referred her complaint to this service, Advantage increased its offer of compensation to £200 and said it would also pay her £80 – the amount its in-house engineers said it would cost to rectify the paintwork on a single panel.

Our Investigator's view

Our Investigator thought Advantage's revised offer was fair. He didn't think there was enough evidence to say the garage had asked her to drive the car to test its 'drivability'. He thought it was sufficient that Advantage had apologised for any issues with the provision of a replacement vehicle, and he didn't think more compensation was warranted for any inconvenience caused by the tyre pressure issue. Finally, he concluded Advantage's offer to pay Miss J what it would have cost it to rectify the poor paintwork, had it been given that opportunity, was reasonable.

Miss J didn't agree, she emphasised that her personal circumstances meant she had to sell the car when she did. She said she needed the money immediately; it wasn't viable for her to keep the car any longer, and she couldn't have given Advantage the opportunity to rectify the paintwork before the sale because she didn't know it was poor until the buyer pointed it out. She said losing out on £1,555 has been "*devastating*" for her.

As no agreement could be reached, the complaint has been passed to me to review afresh and decide.

Since receiving the case I have clarified the detail of Advantage's offer. Advantage is offering Miss J £80 for each panel that required rectification work. Advantage accepts that in the photographs provided two panels appear to have some 'spotting' and would have needed rectification. So, their offer is £200 compensation for poor service plus two amounts of £80. If Miss J can show that more than two panels had to be rectified, Advantage would pay a further £80 for each.

Miss J doesn't accept this. She's asked me to consider that her personal circumstances prevented her from giving Advantage an opportunity to fix the poor repairs. She's explained that because of the loss, she's had to borrow money from family and feels guilty about this.

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.

Having done so, I don't think Advantage needs to do more than it's already offered to put things right. I'll explain why.

I'll begin by addressing Miss J's main concern that the price her buyer was prepared to pay on seeing the car, was £8,000. Miss J considers this to be a £1,555 'loss' to her for which Advantage should be held responsible. But I don't think that's fair. Although Advantage accepted, on the basis of images, that "*the paint job wasn't up to the expected standard*", Advantage is not responsible for Miss J's decision to accept the buyer's offer. It's also not responsible for the wider personal and financial circumstances which Miss J says left her without any other option but to accept that offer.

Advantage's responsibility was to return the car to the condition it was in prior to the accidental damage. The car was repaired to a condition which Miss J accepted until a third party (the buyer) brought an issue with the paintwork to her attention. On becoming aware of this issue, Miss J ought to have given Advantage an opportunity to inspect the car and put any defects right, but she didn't do so. I've had the benefit of reading Miss J's detailed reasons for going ahead with the sale and I don't doubt that all the circumstances she's described made her feel that she had no other option. I want to assure her that I've fully considered her predicament. But it wouldn't be fair to hold Advantage responsible for the urgency with which Miss J felt she had to make her decision about the sale, and I don't think Advantage should be responsible for more than what it would have cost them to put the defects right had they been given the chance.

I would add that whilst Miss J is adamant that the buyer *only* reduced the offer because of Advantage's poor repairs, it's not possible to verify this. When asked by Advantage for a breakdown of the "*deductions*" made, the buyer (a professional dealership) would only confirm that the offer "*reflected the condition of the vehicle at the time of inspection, including visible evidence of previous paintwork and other cosmetic imperfections*". It was in the buyer's interests to purchase the car for the lowest price possible and all their reasons for offering £8,000, will only be known to them.

Turning to the other issues which Miss J says caused her significant inconvenience throughout the course of the claim I find that there is limited agreement between the parties about what happened. Advantage's position is that: the garage "*didn't ask for the vehicle to*

be taken on site to see if it was roadworthy"; Miss J was provided with a replacement vehicle on the day she took hers in for repair (and a few days later, having raised concerns about the first car, received a hire car – something she wasn't entitled to under the policy); and the tyre pressure issue didn't need more than a "top up" to resolve it.

However, even if I accept Miss J's version – that the garage asked her to drive the car to 'test' it, that she was left without a replacement vehicle for two days, and that she had to return to the garage to resolve an avoidable issue with the tyre pressure - I'm satisfied the £200 Advantage has already offered to pay is fair compensation. I think this adequately reflects that Miss J was caused some stress, frustration and inconvenience by the repairers.

Putting things right

Advantage has already made an offer to pay £80 for each panel that required rectification work (it currently accepts that two panels would have needed rectification, but if Miss J can show that more than two panels had to be rectified, it will pay a further £80 for each), plus £200 for the distress and inconvenience caused, to settle the complaint.

I think this offer is fair in all the circumstances.

My final decision

For the reasons given above, my final decision is that Advantage Insurance Company Limited should pay Miss J the offer I've set out in the 'Putting things right' section above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss J to accept or reject my decision before 26 February 2026.

Beth Wilcox
Ombudsman