

The complaint

Miss S has complained about the way her motor insurer, Advantage Insurance Company Limited ('Advantage'), dealt with a claim she made on her policy.

What happened

In October 2024, Miss S's car was damaged while parked outside her house. She made a claim on her policy with Advantage who arranged for it to be taken to an approved repairer.

The car was returned to Miss S in late January 2025, and she was initially happy with the repairs but within a few days she identified issues that needed rectification. These included issues with the parking sensors and the clutch.

The car was taken back to the repairers for rectification works and returned to Miss S in March 2025. She was provided with a hire car in the meantime, but she said it was too small and had to cancel various appointments which she couldn't attend as a result. Miss S said whilst driving the car one night, the headlight blew when she tried to use it. She said her own mechanic advised this made the car unroadworthy.

Miss S notified the repairers who said they would look into the matter but after there being no progress, she decided to notify Advantage and eventually raised a complaint in May 2025. Miss S said it wasn't until the end of June 2025 that the repairers agreed to take the car back. But they then decided not to carry out the repairs. Miss S was also unhappy with the repairer's behaviour and said they were unprofessional and had her in tears at one point.

Advantage ultimately arranged for the car to be repaired by a main dealer but Miss S said when the car was recovered to the dealership there was no appointment made for the repairs to be carried out which meant further delays.

Advantage responded to Miss S and said that there were some initial issues with the repairers, but it took action to solve those.

Unhappy with Advantage's response, Miss S brought her complaint to our service. She said she incurred a lot of costs including fuel and a tunnel charge when her car was moved from the repairer to the dealership. She said she had to cancel a lot of appointments for family and for her pet as she had no way of transporting them. She said she wanted her car back fully repaired and an apology from the repairer for the way she was treated.

After the complaint was referred to our service, Advantage issued a final response letter to Miss S. It acknowledged her concerns with the quality of the repairs and said it was arranging for a main dealer to carry out rectification work.

Advantage also made an offer to Miss S. It acknowledged that there had been issues with the repairs but said that the vehicle had incorrect parts fitted to it prior to the accident, something that hadn't been disclosed to it. It said this meant Miss S's claim should have been rejected. This also meant that the repairers fitted the correct headlight, but the previous headlight and bumper were for a different model which made the repair more challenging. Advantage also acknowledged that the dealership wasn't aware of the booking which led to more delays and that a toll charge had been incurred which it said it would pay for. But it noted that Miss S was in a hire car during this period and taking this into account, it offered Miss S £150 compensation as well as a reimbursement of the toll charge.

Miss S said that she called Advantage about the modifications before taking out the policy and was told because they were not performance enhancing modifications they didn't have to be declared. She rejected Advantage's offer and said the car still had a lot of faults that were picked up by the dealership. She also said the £150 wouldn't cover the money she spent on calls and petrol and her losses for taking time off work.

The matter was considered by one of our investigators who thought Advantage's offer was fair and reasonable. Our investigator thought that Miss S had failed to take reasonable care when declaring whether the car had been modified when taking the policy out. And had she declared the modifications to the front bumper, Advantage would not have agreed to cover her. Our investigator also acknowledged that there were service issues but noted that some of the issues with the repairs were caused by the modifications. He also noted that the provision of a small courtesy car was in line with the terms of the policy. Overall, our investigator considered Advantage's offer to be fair and reasonable bearing in mind it would have been entitled to decline the claim altogether.

Miss S didn't agree and asked for an ombudsman's decision. She insisted that she had called Advantage in advance regarding the modifications.

Our investigator made enquiries with Advantage but it wasn't able to locate any calls. Miss S said her car has still not been fully repaired, there were issues with the paintwork caused by the initial repairers, and her health has been greatly impacted by the whole experience. Our investigator explained that as the issue with the paintwork arose after the complaint was referred to our service it would need to be raised as a new complaint. But he made enquiries with Advantage as to whether it was considering this.

The matter was then passed to me to decide.

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.

The modifications

The relevant law in this case is The Consumer Insurance (Disclosure and Representations) Act 2012 (CIDRA). CIDRA requires consumers to take reasonable care not to make a misrepresentation when taking out a consumer insurance contract (a policy). The standard

of care is that of a reasonable consumer.

And if a consumer fails to do this, the insurer has certain remedies provided the misrepresentation is - what CIDRA describes as - a qualifying misrepresentation. For it to be a qualifying misrepresentation the insurer has to show it would have offered the policy on different terms or not at all if the consumer hadn't made the misrepresentation.

CIDRA sets out a number of considerations for deciding whether the consumer failed to take reasonable care. And the remedy available to the insurer under CIDRA depends on whether the qualifying misrepresentation was deliberate or reckless, or careless.

Advantage thinks Miss S failed to take reasonable care not to make a misrepresentation when she failed to declare that the front bumper and headlights were for a different model to hers.

Advantage said the policy was taken out online and provided a copy of the question Miss S was asked regarding modifications. The question on the price comparison site was:

"Has the car been modified in any way? Modifications are changes to the car's original specification. These can be mechanical, or cosmetic changes inside or outside the car."

Advantage said Miss S would have then been redirected onto another site and asked if the car had been modified in any way.

Miss S answered "no" to both questions. I think the question on the price comparison site is clear in terms of what Miss S had to declare in terms of modifications. And I think bearing in mind Miss S was aware that the bumper and headlights were not those originally fitted onto the car, this is something she should have declared. I think both, and certainly the bumper, most likely considered to be cosmetic changes.

I have also considered Miss S's policy documents. The statement of insurance shows that no modifications were declared. It also lists examples of what modifications are and these include changes to body work such as spoilers and body kit. I think this makes it clear that the bumper which is part of the body kit was a modification. And the documents also state that Miss S should check and ensure that everything is correct and notify Advantage if that is not the case. I haven't seen any evidence that Miss S has done that.

Miss S said all modifications were done before she bought the car. She added that she called Advantage before she took the policy out and made it aware of the modifications but she was told there was no need to declare them as they were not performance enhancing.

Our investigator asked Advantage to provide a copy of the relevant calls, but it hasn't been able to find any using Miss S's mobile number. Miss S said she may have called from her previous place of employment but wasn't able to provide the number and so Advantage wasn't able to search for further calls. In the absence of further supporting evidence, I am not able to find that, on balance, Miss S called Advantage in advance to declare the modifications and was misadvised.

Advantage has provided evidence to show that had the bumper been declared, it wouldn't have agreed to insure Miss S. But the light would have been an acceptable modification.

This means I'm satisfied Miss S's misrepresentation was a qualifying one but only in relation to the bumper.

Advantage continued to insure Miss S and also agreed to cover the claim.

Even if Miss S's misrepresentation was treated as careless as opposed to deliberate or reckless which are more serious, the actions Advantage could have taken in accordance with CIDRA would have been to avoid the policy from inception (treat it as if it never existed), return Miss S's premiums and not cover the claim. So, Advantage's decision to keep the policy live and deal with the claim put Miss S in a much better position than she would have been in had it taken those actions. For example, having an avoidance on her record is something Miss S would have had to declare to future insurers for years and which would have no doubt impacted future premiums.

Advantage's service

There is no doubt that Miss S was left without her car for a long time and that there were periods of delay which could have been avoided had the quality of the repairs been effective and had Advantages' communication with Miss S and with other parties been better. Advantage accepts that its service at times fell short of what it expects it to be.

Miss S's car was initially returned in January 2025 but it had to go back for further repairs. And when the car was returned again in March 2025, the issue with the light arose. After that, it took until May 2025 for the garage to take the car back. The car was with the repairers until July 2025 without any work being done to it. And when the decision was made to take the car to the dealership the dealership wasn't made aware of this and no appointment was made. When the car was recovered to a main dealer it was taken through a tunnel and incurred a charge. Also, when the car was reviewed by the dealership further issues were identified, most of which have now been rectified, except the paint work on the bumper which was painted a different colour by the original repairers. Miss S also said though she was provided with a courtesy car during the repairs it was too small which meant that she had to cancel various appointments.

As our investigator said I am not able to comment on the outstanding paint issue as this was raised with us after the complaint was referred to our organisation. So this is something Miss S will need to raise with Advantage first, so it has a chance to respond before she considers referring the matter to our service.

Notwithstanding the above issues and shortcomings with the service provided by Advantage, it isn't possible for me to ignore the fact that this is a claim Advantage would have been entitled to decline. And it would have been able to avoid the policy from inception. But it didn't do this. And as I said above, this put Miss S in a better position than she would have otherwise been in.

I also note some of the delays were caused because the existing bumper and headlights were for a different model to Miss S's car. The repairers said that the headlight they fitted onto the car was the correct part for that car but the reason it failed was because the car had been modified. This also led to further delays because the garage said it had done nothing wrong and that this wasn't an accident related damage it had to rectify. Despite this,

Advantage agreed for the main dealer to take over and rectify the issue. I thought this was fair and reasonable bearing in mind that had the car not been modified, there would most likely have been no issues with the part the repairers did fit.

I appreciate Miss S is unhappy she was provided with a small courtesy car but this is in line with the terms of her policy which says a group A car will be provided. So I don't think Advantage had to do anything further to that.

On the whole, and I know this will come as a disappointment to Miss S because I know she has been greatly impacted by what happened, I think Advantage's actions and its offer of £150 are fair and reasonable. As I said above, this was ultimately a claim Advantage could have rejected and a policy it could have avoided. I think its decision not to take those actions benefitted Miss S and I don't think it has to take further action other than pay the £150 compensation it has offered.

My final decision

For the reasons above I have decided to uphold this complaint in part and to ask Advantage Insurance Company Limited to pay Miss S £150 for the distress and inconvenience it caused her and to cover her toll charge subject to her providing evidence in support. It must also pay interest at 8% per year simple on the toll charge from the date it was paid to the date it pays it.

Advantage Insurance Company Limited must pay the compensation within 28 days of the date on which we tell it Miss S accepts my final decision. If it pays later than this it must also pay interest on it from the deadline date for settlement to the date of payment at 8% a year simple.

If Advantage Insurance Company Limited considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Miss S how much it's taken off. It should also give Miss S a tax deduction certificate if she asks for one so she can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 27 January 2026.

Anastasia Serdari
Ombudsman