

complaint

Mr O has complained about Advantage Insurance Company Limited's handling of his car insurance policy.

background

Mr O was involved in an accident in mid-November 2017. He didn't claim on his policy until the end of January 2018.

Before Mr O claimed on his policy, he had some of the repairs to his car done privately. Advantage told him that he shouldn't have anymore work done without their authorisation. They said they would look to reimburse him for the repairs he paid for privately. Mr O wanted the outstanding repairs to be done by Advantage under his policy.

During his dealings with Advantage, Mr O complained about a number of things he wasn't happy about. Advantage accepted their service could have been better, so they offered Mr O a total of £175 compensation. But they didn't uphold his complaints about the repairs and reimbursement.

Mr O didn't think that Advantage had treated him fairly, so he brought his complaint to us. One of our investigators looked into the complaint. He felt that Advantage had dealt with Mr O fairly. As Mr O didn't agree with our investigator, the complaint has been passed to me to decide.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. I appreciate this will be disappointing for Mr O, but I'm not going to uphold his complaint. I'll explain why.

In his complaint, Mr O has made a number of detailed points and I've considered all those carefully. But, in this decision, I will focus on what I consider to be the key issues. My role is to decide if Advantage have dealt with Mr O in a fair and reasonable way.

claim notification

Mr O said that when he claimed on his policy in January 2018, there was confusion as Advantage "lost" his claim so he had to log it again, but when he did so they logged it against the wrong car. Advantage said the confusion arose because when Mr O initially told them he wanted to change the registration number on his car, they said they asked him for further information for that to be done, but he didn't provide it. So it appears that Mr O changed his registration number without Advantage being aware and the policy not being updated.

It would appear that when the accident happened in November 2017, Mr O was told by the police that his car didn't appear to be insured. So Mr O contacted Advantage in November 2017. He told them about the accident, but said he didn't want to claim on his policy. He also asked them to clarify why no insurance was showing on his car. I think the confusion was caused because Mr O didn't give Advantage the information they asked for, so I'm not upholding this part of the complaint.

policy excess

When Advantage agreed to reimburse Mr O what they deemed to be relevant costs he paid for in repairing his car before he claimed on his policy, they told him he would have to pay an excess of £695. Mr O wasn't happy with being asked to pay an excess because he said the other driver was at fault for the accident. But, as Advantage explained, the policy says when a claim is made, irrespective of who was at fault for the accident, Mr O would have to pay the excess.

Advantage told Mr O that after he paid the excess he could claim it back from the other driver as it was an "uninsured loss", in other words something that he couldn't claim under his own policy. To help Mr O, Advantage said that they offered him the services of their solicitor to assist with the recovery of the excess from the other driver. I think that was reasonable. I'm therefore not upholding this part of the complaint.

bodywork repair and machine polish

Advantage told Mr O that once the accident related bodywork repairs were completed, they would machine polish only those parts. Mr O said he wanted the whole car machine polished to avoid there being two tones of colour. Advantage refused to do that saying to polish the whole car would lead to "betterment", in other words putting Mr O's car in a better state than it was before. The policy specifically said cover isn't provided for work leading to improvement of the car's condition.

Mr O said that he had a lifetime polish guarantee that cost him £1,000. He said machine polishing the car would invalidate that guarantee and that he would in fact be put in a worse position. To maintain the guarantee, once repairs were carried out a special protection would have to be applied to the repaired areas. Advantage said they were prepared to consider that, but Mr O would have to provide the guarantee number first. They also asked Mr O for proof of purchase of the guarantee. It later became clear that the guarantee was bought by a past owner, not Mr O. And the guarantee only covered the owner who bought it and didn't get transferred when the car was sold on to Mr O. Advantage therefore said there was no guarantee in existence that would be invalidated in the event they repaired the damage and machine polished it. I therefore think Advantage only undertaking to repair and polish the areas damaged by the accident was reasonable.

wheels

Two of Mr O's wheels were damaged during the accident. Before he claimed on his policy he bought and had fitted four new replacement wheels. Hastings offered to either pay for the repair of the two damaged wheels or pay for two of the new wheels Mr O had bought, which I think was reasonable. Mr O said he wanted the two original wheels repaired.

Advantage had the two wheels repaired and returned to Mr O. He then had tyres fitted to them and had the two repaired wheels put back onto his car. But when his wheels were balanced, his garage told Mr O the wheels were dangerous and he risked being involved in an accident. Mr O was understandably upset. Hastings said that as they only had the wheels, after they repaired them without the tyres or the car their repairer wasn't able to balance them. Advantage therefore reimbursed Mr O for two of the four wheels he had originally bought.

Advantage have agreed to pay for the cost of balancing the refurbished wheels on being provided with a copy of the receipt, which I think is reasonable.

I understand Mr O said he located other wheels suitable for his car that he wanted Advantage to pay for. But given Advantage have paid to repair the two damaged wheels and they reimbursed Mr O for the two new wheels he bought, I don't think it would be reasonable to expect them to pay for another set of wheels. I think Advantage have been reasonable so I'm not asking them to do anything further.

leather seat

When his car was returned to him Mr O said there was damage to the base of the passenger side leather seat. The damage could be described as a tear or split. He said that was caused while the car was under the care of Advantage's repairer. But Advantage have said that their repairer didn't cause the damage and that they had no reason to access the passenger side seat.

Advantage said that when the car was given to them the two wheels that needed repair had been left by Mr O on the passenger side seat. So Advantage said that it was possible the damage was caused that way. Mr O disputed that and said he never left the wheels on the seat. Mr O said he wanted Advantage to replace the leather by recoating the seat.

Although Advantage haven't accepted liability, they have agreed to spend up to £193.53 to repair the seat. That is the estimated cost given by an independent engineer who examined the seat. I think Advantage's offer is reasonable.

While Mr O is unhappy with the way he has been dealt with, and while I think certain things did go wrong, I think Advantage have been fair and reasonable in how they have dealt with Mr O. I think the £175 compensation offered by Advantage is reasonable. Advantage have also reimbursed Mr O with what he spent on the car before claiming on his policy; they paid to replace his battery at a cost of £82; they have agreed to have the leather seat repaired up to a cost of £193.53; and they have agreed to pay the cost of balancing the repaired wheels.

my final decision

For the reasons set out above, I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 8 April 2019.

Mehmet Osman
ombudsman