

## **complaint**

Mr S had a motor insurance policy with Advantage Insurance Company Limited. His representative, Mr M, says it shouldn't have refused to pay all the repair costs for his car.

## **background**

Mr S's car was damaged in an accident. He chose to have it repaired by the garage owned by his friend, Mr M. Advantage agreed to the estimate provided by Mr M's garage but said in advance that it wanted a copy of the parts and suppliers invoices. As they weren't provided, Advantage didn't agree to pay Mr S for the full cost of repairs. Mr M said Advantage had no right to see the documents he'd got from suppliers as they were confidential and sensitive.

Our adjudicator couldn't see why what Advantage required shouldn't be provided. Mr M gave some information to Advantage from his garage's supplier. It wasn't satisfied with it due to a lack of detail. Advantage's independent engineer told Advantage that not all the parts set out on the invoice (costing £277, plus VAT) had been fitted to the car. The adjudicator thought it was reasonable for Advantage not to pay the whole repair bill in the circumstances.

Mr M strongly disagreed, so the complaint was passed to me for review.

## **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 think Advantage made it very clear when it agreed to the repairs that it wanted to see the parts suppliers' invoices. It put that requirement in block capitals, as a '*special instruction*'. If Mr S or Mr M objected to that, or didn't understand the request, either of them could have said so at the time. Instead, the repairs went ahead.

Mr M says that Advantage's demands are ridiculous, but I don't agree. I think it's reasonable for it to be sure that parts it's being charged for have been purchased and used. I don't understand why Mr M's reluctant to produce the relevant details. I can't see what personal or sensitive information would be revealed. Mr M hasn't tried to clarify that crucial query.

Advantage's independent engineer is sure that some of the parts listed on the invoice weren't fitted to Mr S's car. He's been specific about what they are and has referred to photos of the car in support of his view. I think it was reasonable for Advantage to rely on the engineer's view. I don't think Mr S and Mr M have provided anything to show he's wrong.

Mr M has said a great deal about Advantage's behaviour. He thinks it wasn't entitled to put restrictions on a contract that was between his garage and Mr S. I don't agree with his view. I think Advantage was entitled to inform Mr S what it considered appropriate if he was going to use a repairer other than one of its approved repairers. If Mr S wants to challenge the legal position it's open to him to do so elsewhere. My decision is about what appears to be fair and reasonable.

Mr M also says Advantage has breached some of the regulations of the Financial Conduct Authority ("FCA") and he'll be raising it with the FCA. He also says he'll be charging for his time in dealing with that. These issues aren't for us to consider.

Advantage hasn't said it won't pay for the repairs. I think that would have been unreasonable, as repairs have been carried out and inspected. It's relied on the view of an independent engineer in deciding to hold back part of the payment requested. Mr M's said several times that the cost of repairs was agreed. Whilst that's the case, it was subject to evidence of all the parts set out on the invoice being bought and used on the car.

We usually give a good deal of weight to the views of independent engineers. The engineer had no reason to give Advantage inaccurate information. He's agreed that most of the invoice should be paid. I don't think his concerns about the rest of the sum requested are unreasonable. Mr M had the chance to comply with Advantage's reasonable requirement. All it wanted was detailed information about the parts claimed for. Mr M didn't supply that and hasn't been able to show why not.

I don't think Advantage has acted unreasonably in this case. I don't think there's any basis on which I can uphold Mr S's complaint.

### **my final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 30 October 2015.

Susan Ewins  
**ombudsman**