

## **The complaint**

Mr P complained about the service he received from Advantage Insurance Company Limited (“Advantage”) following a claim which led to significant inconvenience for him.

## **What happened**

Mr P made a claim by telling Advantage a named driver on his policy was involved in an accident. He informed Advantage the named driver wasn’t at fault.

Mr P said Advantage put pressure on him to accept the claim was the fault of the named driver and to accept his car was beyond economic repair. Advantage wanted to cash settle the claim.

Unhappy with Advantage’s approach, Mr P undertook an extensive exercise himself to prove the accident was non-fault. He spoke to witnesses and tracked down CCTV coverage, which led Mr P making a detailed statement to Advantage on the circumstances of the accident. Mr P said he received no reply to his email.

Mr P was disappointed he had to speak to many different people at Advantage and because he received contradictory guidance on what would happen next. After much delay and miscommunication from Advantage, it had the car inspected by a different engineer and Mr P was told his car could be repaired.

Mr P was further confused when his car was booked in with Advantage’s approved repairer. When his car went in, further issues led to Mr P being informed that his car wasn’t repairable. After more delays and frustration for Mr P in needing to constantly chase Advantage for resolution, he was told Advantage’s repairer couldn’t do the repairs and he had to have the car repaired himself and get his own quotes for this.

Mr P said he wanted his car repaired as soon as possible and he wants compensation for the distress and inconvenience caused to him, along with reimbursement of any rental costs he’s incurred.

Advantage accepted its service had dropped below acceptable standards and said it had confirmed with its approved repairer to proceed to repair the car. It offered £75 in compensation.

Advantage later paid for Mr P to get the car repaired by his own repairer and it said it waived the additional excess of £250 that Mr P was liable for following this option. It also reimbursed what Mr P had paid for parking permits.

Our investigator decided to uphold the complaint. He recommended £350 compensation is paid, for Mr P not been provided a courtesy car and for the distress and inconvenience caused. Mr P disagreed, so the complaint has been referred to an ombudsman.

## **My provisional decision**

I made a provisional decision on this on 22 January 2024. I said:

*“I’m pleased Advantage has acknowledged its service fell below the standards it would expect to provide. When someone makes a claim, it’s unlikely they do it very often, so I wouldn’t expect them to be familiar with the claims process. Whereas the insurer is an expert in this, so I’d expect them to provide this expertise and guide a claimant clearly through the process and provide suitable communication, so the claimant knows what’s happening.*

*Mr P has provided a detailed and thoughtful testimony on the sequence of events that he experienced. I appreciate it’s his perception and record of events, but I find it persuasive. I think it’s clear Mr P wasn’t communicated to sufficiently. When he received guidance, it was often wrong or contradicted other guidance he received. I think Mr P demonstrated with his own investigation into the accident shows his determination and thoroughness to do the right thing.*

*I think the service Advantage provided is below the standard someone would hope for when making a claim. I think when Mr P needed the help most, it wasn’t provided by his insurer. Mr P said he was left frustrated and distressed by his efforts to find out what was happening and inconvenienced. I agree, so I intend to uphold this complaint.*

*Advantage initially said Mr P’s car was beyond economic repair, but after this was challenged, it changed its view after employing a second engineer to review the claim. However, it then overturned this again to say it wasn’t repairable. Whilst I appreciate Advantage may apply a process which may work in many situations, it hasn’t worked here, and it’s led to incorrect decisions being taken.*

*Advantage decided Mr P could have his car repaired by his own repairer and would pay for this – it also waived an additional £250 excess that it said Mr P would normally have to pay for this to happen.*

*Mr P has explained how he’s been left without a car. He said he’s paid costs for rental cars and hasn’t been able to do all the social activities he normally does due to restrictions on not been able to pay for a rental car all the time.*

*Advantage said the costs for it to arrange for the car to be repaired would be higher than Mr P’s own repairer as the work is guaranteed longer. I’m not persuaded by this as I would expect Advantage to have much lower commercial rates. I haven’t seen any evidence provide by Advantage to demonstrate the work being done by Mr P’s repairer was inferior.*

*Therefore, on balance, I think the evidence suggests Advantage should’ve had this work completed. I think this would’ve saved Mr P from the troubles he’s experienced. If it had followed this route, Mr P would’ve had access to a courtesy car under the terms and conditions of his policy. This would’ve meant he didn’t incur any rental costs and would’ve had a car all the time so not impacting Mr P’s social activities. Therefore, for the reasons set out I intend to uphold this complaint.*

*To compensate Mr P fairly for what I’ve outlined, I intend for Advantage to reimburse any rental costs Mr P has incurred (on validation of receipts / proof of rental). For the significant failure in service provided and the distress and inconvenience I’ve described, I intend that Advantage pays £500 in compensation (in addition to the £75 already offered). This includes compensation for both the failure to provide a courtesy car and the daily inconvenience of not having regular access to a car”.*

## **Responses to my provisional decision**

Mr P accepted my provisional decision, and he didn't have anything further to add.

Advantage didn't respond to my provisional decision.

### **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.

Given neither party has provided any new information, I see no reason to change my provisional decision.

### **My final decision**

My final decision is I uphold this complaint, I require that Advantage Insurance Company Limited:

- Pay Mr P £500 compensation – for distress and inconvenience (Advantage should also pay the additional £75 it offered if it hasn't already done so)
- Reimburse Mr P and car rental costs he's incurred in the period (on the production of valid evidence).

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 5 March 2024.

Pete Averill  
**Ombudsman**