

## The complaint

Miss M complains Advantage Insurance Company Limited provided misleading information about the impact of a claim on her insurance premium.

Advantage's been represented by agents for the claim and complaint. For simplicity I've generally referred to its agents' actions as being its own.

## What happened

In April 2022 Miss M's vehicle was damaged. She claimed against her Advantage motor insurance policy. Her car was repaired. Advantage instructed a solicitor (S) to seek recovery of its cost from a third-party.

In December 2023 Miss M complained to Advantage. She was unhappy that, because claim costs hadn't yet been recovered from the third-party, the claim was still recorded as open. She said it was affecting the cost of her motor insurance. Her policy had renewed in April 2023. She felt because the third-party had confirmed it would settle, the claim should have been closed as non-fault already. In response Advantage explained the delay was due to the third-party's solicitor. But it offered £75 compensation to recognise it having provided some poor service.

As Miss M wasn't satisfied with Advantage's response, I considered the complaint. I issued a final decision in July 2024. I didn't find Advantage responsible for any avoidable delay in closing the claim. I felt its offer of compensation to be enough to recognise the impact on Miss M of any poor service. So I didn't require Advantage to pay her any further compensation or to do anything differently.

Whilst that first complaint was being considered by this Service Miss M found out the claim being still 'open' hadn't caused her April 2023 premiums to increase. Advantage explained the premium had been calculated based on the claim being non-fault and with her No Claims Discount (NCD) unaffected.

In response to this Miss M raised a further complaint with Advantage. She was frustrated that she hadn't been told this earlier. She said she if she had been it wouldn't have been necessary for her to invest time and energy into trying to get the claim closed as soon as possible. This final decision concerns this complaint point.

In March 2024 Advantage issued a response to that complaint. It apologised for having told her all claims could affect the rating of a policy – whether fault, non-fault or open. It noted her efforts to get the claim closed – and the impact this had on her health. In recognition it offered £150 compensation.

Miss M wasn't satisfied with the compensation offer. So our Investigator considered the complaint. He said Advantage's communication with Miss M on impact of the claim, on the cost of her insurance, could have been clearer. But he felt, even if it had been, Miss M would probably have taken steps to get the claim closed anyway. He felt the £150 compensation offer was enough to recognise the impact of its failure to provide clear information.

As Miss M didn't accept that outcome the complaint was passed to me to decide. She didn't accept the compensation offered to be enough to make up for the impact of Advantage's mistakes on her health.

In response to the Investigator's assessment of her complaint Miss M made several points about Advantage being responsible for the claim being open for longer than necessary. My earlier final decision considered that complaint point. So I'm not going to comment on her this matter here.

Miss M also raised concern at the premium set by Advantage for an April 2024 renewal offer. I haven't considered that premium in this final decision. It wouldn't be appropriate for me to do so as, as far as I'm aware, she hasn't first raised her concern with Advantage. If she has, I haven't been made aware of its response. So it wouldn't be appropriate for me to consider Miss M's dissatisfaction with the April 2024 premium here.

### **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.

As this is an informal service I'm not going to respond here to every point or piece of evidence Miss M and Advantage have provided. Instead I've focused on those I consider to be key or central to the issue. But I would like to reassure both that I have considered everything submitted.

Advantage could have provided clearer information about the impact of the open claim on the cost of Miss M's insurance. However, I can see April 2023 renewal documents note the claim as non-fault and NCD unaffected. So there was information available to Miss M that Advantage was, for renewal purposes, treating the claim as non-fault despite it being open.

It's possible Advantage's lack of clarity on the issue resulted in Miss M taking some actions she wouldn't have otherwise. But I think it's likely she would have been engaged with the claim to some extent in any event.

I'm not persuaded the impact on Miss M of any failing by Advantage was so significant it should pay her any additional compensation. I say that having considered everything she's said about the impact on her health. So I'm not going to require Advantage to pay Miss M any further compensation or to do anything differently.

### **My final decision**

For the reasons given above, I don't uphold Miss M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 30 September 2024.

Daniel Martin  
**Ombudsman**