

## **The complaint**

Mr S complains about the way Advantage Insurance Company Limited (Advantage) handled his motor insurance claim.

## **What happened**

Mr S was involved in a non-fault car accident in February 2023 when his parked and unattended car was hit by a third-party driver. He contacted Advantage to make a claim for the damage to his car.

Advantage instructed a garage to undertake an inspection and repairs, and the car was deemed repairable. However, there were some disagreements about how Mr S wanted the repairs to be completed. The garage said they couldn't complete the repairs in the way Mr S had requested.

Advantage was unable to find an approved repairer who was willing to take on the repairs in the way Mr S wanted – but they said if Mr S could find a repairer and provided a quote – they would consider this. Mr S said he was unable to find a repairer himself and he disagreed with the garage's assessment of the car. Mr S said the car was unroadworthy – so he placed the car in storage and said he couldn't drive it.

Advantage was later able to instruct a new garage to complete works – but they were ultimately unable to continue with the instruction. In March 2024 Advantage said they could either pay Mr S a cash in lieu settlement, or he could find an alternative garage to complete the repairs in the way he wished. Mr S disagreed with Advantage and raised a complaint. He said he was incurring losses and he couldn't drive the car. He said he wanted the car to be declared a total loss so he could end his finance agreement.

Advantage responded to the complaint and said they wouldn't consider declaring the car a total loss due to the low amount of damage identified. And they said they had done enough by instructing garages to repair the damage – but because Mr S wanted repairs completed in a certain way, they couldn't do this.

Mr S was unhappy with Advantage's reply, so he brought the complaint to this Service. An Investigator looked at what had happened and upheld the complaint in part. She said Advantage had handled the claim reasonably by instructing garages to complete repairs and had relied on the engineering evidence fairly. But she thought they should pay £200 compensation in relation to not providing Mr S with a hire car sooner.

Both Mr S and Advantage disagreed with the Investigator's recommendation. Mr S said the car should be declared a total loss and Advantage had acted illegally by trying to return the car to him when it was unroadworthy. Advantage disagreed with the Investigator's recommendation for compensation for not providing a hire car sooner. They said Mr S hadn't made a complaint about a courtesy car and this wasn't mentioned in any final response issued. As the complaint hasn't been resolved it's been 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.

I've only provided a summary of what happened here as the details of this claim are well known to Mr S and Advantage. I appreciate Mr S has made lots of submissions about what's happened; but I'm not going to address each of these individually. This is not intended as a discourtesy to Mr S, but instead reflects the informal nature of this Service. This means I've focused on what I consider to be the key issues of the complaint – however I assure both parties I have read and considered everything submitted carefully.

The policy's terms require Advantage to instruct a repairer to look at the car and repair any accident-related damage. I've therefore looked at whether Advantage have done this in a fair and reasonable way. Having done so, I think they have – and I'll explain why.

I can see the original garage said the car's geometry was correct and all the wheels were within the manufacturer specification. But Mr S disagreed with this and wanted the car to be written off as he says the car's geometry is out of alignment – he conducted his own inspection of the car and also had a report commissioned which he says supports this.

The original garage carried out a geometry report which said the initial measurement on the car were showing all 'green' (meaning they were within the manufacturers tolerance for Mr S's model of car). I can also see Advantage had the car inspected after the original garage carried out their geometry test, and this report agrees with the findings – it says:

*"The insured notes that the geometry is in the green but wants all tolerances uniform, I am of the opinion that this request would be impossible to achieve, the vehicle geometry check has been carried out on equipment approved by (vehicle manufacturer) and is calibrated on a regular basis for full compliance."*

I've also considered the engineering evidence provided by Mr S which says:

*"(Mr S) presented us with a suspension geometry report said to have been completed at the time of the repair, this showed all suspension settings were aligned correctly and were within the green phase, however, our measurements suggest this is not the case, and a further suspension geometry check is required."*

As there appears to be conflicting evidence, I've weighed up the reports to conclude which should be given more weight by deciding which evidence, on balance, I'm more persuaded by. I'm sorry to disappoint Mr S, but I find Advantage's evidence most persuasive – and I say this for a number of reasons.

The garage Advantage instructed is a manufacturer approved repairer for Mercedes Benz cars in Mr S's area – so I'm initially persuaded by their testimony that the car's geometry was correct. I note Mr S's report was carried out using manual measurement methods – and I'm also mindful that it says repairs haven't been carried out correctly – despite no repairs having been completed on the car at the time. The report also says: *"the suspension condition does not meet the criteria set by (the manufacturer) in their contract agreement."* – but it doesn't go on to explain what these criteria are.

I also attach weight to the fact Advantage have provided multiple forms of evidence which appear consistent in their findings. Ultimately, I'm persuaded by this evidence that Mr S's car sustained a low level of damage, and there's nothing I've seen that demonstrates the car would be considered a total loss – in that the repairs would exceed the car's value.

I appreciate Mr S has said Advantage is refusing to repair his vehicle and I know how strongly he feels about this given the health concerns of his family he's raised to the Investigator. But the evidence I've considered suggests that the car was repairable, and Mr S has in fact declined to have repairs completed as he feels that more substantial damage was caused in the accident.

Given the difficulties Mr S has had with getting the repairs completed in the way he wants from Advantage's instructed garages, Advantage have offered either a cash in lieu settlement or for Mr S to choose his own garage to complete the works. I find this to be fair in the circumstances and in line with Advantage's obligations under both ICOBS, and the Consumer Duty. I can also see they paid for the storage charges Mr S incurred – which I think is reasonable as it's more than they are required to do under the terms of the policy.

And while Mr S says there are now additional issues with the car as it has sat in storage for a long time, such as rusty brakes and mould on the interior – Advantage have agreed to include these within the cash in lieu payment. I think this is fair, as they've agreed to pay for things I can't fairly or reasonably attribute to anything Advantage did wrong.

Finally, I can see the Investigator recommended that Advantage should pay £200 compensation to Mr S for not providing a courtesy car sooner. But this isn't a complaint point Mr S raised to Advantage or one they ever responded to. I explained this to Mr S and Advantage prior to issuing my final decision and asked if either party had any further comments for me to consider. I didn't receive a response from either party – so, it's not something I'm going to make a finding on, and I won't be asking Advantage to make any payment for this.

### **My final decision**

For the reasons given above, I don't uphold this complaint or require Advantage Insurance Company Limited to do anything more than they already have.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 19 December 2024.

Stephen Howard  
**Ombudsman**