

## **The complaint**

Mr C complained about Advantage Insurance Company Limited's actions when he claimed for accident repairs under his motor insurance policy.

## **What happened**

Mr C's car was damaged when his car hit a large object which fell onto the motorway from another vehicle.

Advantage's approved repairers (Advantage's garage) agreed to repair the accident-related damage. But afterwards Mr C discovered other damage to the car's turbo inlet pipe (the pipe) and front bumper. Mr C felt this other damage must have been caused by his accident and that Advantage's garage had missed it and hadn't repaired his car fully. And he said they'd delayed giving him a courtesy car while his car was being repaired and hadn't replaced a front tyre for safety reasons. He was also unhappy with their service overall. He wanted them to repair the bumper, reimburse him for the pipe which he had repaired at his own cost, and compensate him for the distress he experienced.

Advantage partially upheld his complaint to them but only regarding what they accepted was their poor communication with him. They offered him £30 compensation for that. They didn't agree that they'd delayed with the courtesy car. They were willing to repair the bumper damage on seeing evidence of that, but they wouldn't pay for a new front tyre as it wasn't a safety requirement. And they wouldn't reimburse for the pipe as they said it wasn't accident-related.

The investigator recommended that his complaint should be partly upheld and that Advantage should repair his car's bumper, give him a courtesy car during the repair, reimburse him for the pipe repair cost he'd incurred and compensate him £300 for his inconvenience. Advantage agreed, with the exception of reimbursing the pipe. Mr C didn't agree and so I was asked to decide.

On 29 September 2023 I issued my provisional decision partly upholding the complaint. Both Mr C and Advantage replied.

## **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.

In my provisional decision I said this:

### *"Car hire*

Mr C said that he didn't get a courtesy car until about five days after he'd made the claim and had to collect it himself though Advantage's website said they'd deliver it. This caused

him inconvenience in travelling to work as his home had limited public transport and they had to rely on family and friends for help.

But having looked at Mr C's policy I see that hire car delivery was a feature of an optional extra to Mr C's policy. It only applied in certain circumstances and Mr C hadn't chosen that option under his policy. So I don't think Advantage did anything wrong there. His policy does entitle him to a courtesy car while his own car was being repaired, but the repairs didn't start right away as it took a few days for Advantage to check his car and authorise the claim and the repairs. This is normal in the industry, and I don't think it was unreasonable for him not to get a courtesy car within about five days. Again I don't think that Advantage did anything wrong there.

### *Replacement front tyre*

One of Mr C's car's front tyres which had been damaged in the accident and Advantage replaced that. Mr C wanted them to replace the other front tyre too. But when they wouldn't, Mr C paid for it himself. He said that it was widely recommended by tyre manufacturers and fitters that front tyres should be replaced in pairs so that they have even tread to reduce imbalance of grip and rolling resistance. He said that this was a safety issue and if the accident hadn't occurred, he wouldn't have had to replace the other front tyre as it was in good condition. However I've not been shown any independent expert evidence that both tyres must be replaced in this situation or been shown that it's a legal requirement to do so, and so I think that Advantage have done all they needed to do here.

### *Repair issues*

We don't assess whether or how damage to a car would be caused as this is a matter for the experts in these situations, the insurance companies, and engineers. Our role in these complaints is to determine whether an insurer has considered all the available evidence and whether it can justify its decision to not pay for additional repairs. We look at all the available evidence - including anything provided by the consumer, the insurer, and the repairer. However we normally give the greatest weight to independent expert motor engineer reports.

Mr C said as follows. A few weeks after Advantage's garage returned his car it was making a noise, so he took it to a manufacturer's dealership (which I'll call "Mr C's garage"). They told him that the pipe and front bumper were damaged, and that this was likely due to the accident as it was consistent with hitting an object. Mr C said they also told him that it wasn't safe to drive like that, so he paid for them to fix the pipe problem, costing about £200.

Advantage asked for photos of that damage. They then agreed to repair the bumper. They did not agree to reimburse Mr C for the pipe. Their engineers said it wasn't shown to be accident related. They thought the damage was such that their garage wouldn't have missed it and questioned why it had taken him two months to notice it after their garage gave him his car back. They thought it could have happened after the accident, in some other way, and that Mr C should have made them aware of it before having it fixed. Advantage's photos show bumper damage when his car was in for repair with their garage. Some weeks after there was still bumper damage. This suggests it was there when Mr C's car went into Advantage's garage for repair, and that their garage didn't fix it. And so I think it reasonable that they repair it now and give him a courtesy car while doing so.

However the pipe issue is different. Although said the garage told him it was likely damaged in the accident, Mr C hasn't shown us a report from them to that effect. More importantly, he hasn't shown us an independent engineer's report being conclusive that the accident caused the pipe damage.

Advantage's engineers thought it hadn't been shown that the accident caused that damage. Even if it wasn't as long as two months as Advantage claim, there was an intervening period of several weeks between Advantage's garage giving Mr C his car back, and Mr C noticing the pipe issue. During that period, something else could have happened.

Often an insurer will offer to arrange for an independent inspection report of a car to establish the cause of damage. But Advantage couldn't do that here as Mr C had already repaired it, without giving Advantage the opportunity to inspect it and make it right if they were responsible, as we would expect. Mr C said he had no choice about that as his garage said his car wasn't safe to drive. However Advantage weren't even made aware of the pipe damage, giving them no opportunity to establish its cause or to try to resolve it.

Mr C's had a frightening accident through no fault of his own and I realise that. However in the absence of independent expert evidence I don't think it would be fair to assume that the accident damaged the pipe too. Nor is it fair to assume, again without such evidence, that because Mr C's garage missed the bumper damage they must also have missed the pipe damage. So I don't think that there is enough evidence to suggest that Advantage should reimburse Advantage for the repair of the pipe, and I don't think they need to do any more there. They have already offered to do what we would expect in the circumstances.

Mr C complained that Advantage's customer service was poor. Mr C had to follow up progress many times, deal with multiple departments and repeat information. Advantage accepted that they could have kept him updated better. They apologised and offered him £30 compensation for that. But they said it wouldn't have affected the result of his claim. I think that the compensation for that is fair. However, while there will always be some inconvenience involved in pursuing an insurance claim particular where repairs are involved, I think that Mr C has been put to more inconvenience than necessary here and I think that compensation of £300 better reflects that. Advantage have agreed to pay that. It's not clear if they have already paid Mr C the £30 they offered him. If not, I'd expect them to do that, and pay him the £300 in addition."

Both Mr C and Advantage responded to my provisional decision, and both accepted it. So my final decision is the same.

### **My final decision**

For the reasons given above, my final decision is that I partly uphold the complaint and I require Advantage Insurance Company Limited to do the following:

- Repair Mr C's car's bumper and provide him a courtesy car during the repairs.
- Pay Mr C an additional £300 for the distress and inconvenience caused to him by their missing the damage to his car's bumper.

Advantage must pay the compensation within 28 days of the date on which we tell them Mr C accepts my final decision. If they pay later than this they must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or

reject my decision before 17 November 2023.

A handwritten signature in blue ink that reads "R. Scott". The "R" is large and stylized, with a long horizontal stroke that extends to the right. The "S" is also stylized, with a large loop. The "C" and "O" are smaller and more standard, and the "T" is a simple vertical stroke.

Rosslyn Scott  
**Ombudsman**