

## The complaint

Miss L complains that Advantage Insurance Company Limited mishandled her claim on a motor insurance policy.

## What happened

The subject matter of the claim and the complaint is a sports utility vehicle, first registered in 2006.

Miss L acquired the car in December 2021 (according to a statement of fact document).

Miss L got the car insured on a comprehensive policy with Advantage for the year from January 2022.

In July 2022, Miss L reported to Advantage that a collision with a pothole had caused damage to the car, in particular a fuel leak and a juddering.

After Miss L provided photographs, Advantage didn't accept that an accident had caused damage to the vehicle. Advantage declined to progress the claim unless Miss L provided an inspection report.

In early August 2022, Miss L complained to Advantage that it was unfair to ask her to get a report.

By a final response dated mid-August 2022, Advantage turned down that complaint.

Miss L brought that complaint to us in late August 2022.

In February 2023, an ombudsman issued a final decision on that complaint. He directed Advantage to pay Miss L £300.00 for distress and inconvenience. His final decision included the following:

*"I also acknowledge Miss L's view that her complaint about the claim decision should be considered here. But I don't agree for the reasons I gave in my provisional decision. This is because this took place after she referred this complaint to our service - and is subject to a separate complaint the business hadn't yet responded to."*

By a letter dated 20 April 2023, Advantage told Miss L of her right to bring her further complaint to us. Miss L asked us to investigate.

By a final response dated late May 2023, Advantage turned down the further complaint. Advantage said that there was no evidence of impact damage.

Our investigator didn't recommend that the complaint should be upheld. The investigator thought that Advantage hadn't done anything wrong.

Miss L disagreed with the investigator's opinion. She asked for an ombudsman to review the complaint. She says, in summary, that:

- Whether Advantage did anything wrong with regards to not covering the claim is not the only issue 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.

The Financial Ombudsman Service is bound by the Financial Conduct Authority's dispute resolution rules. Under those rules, I cannot re-open complaint points that the previous final decision dealt with.

In her complaint in February 2023, Miss L, understandably, went back to her first contact with Advantage in July 2022. She concluded her complaint as follows:

*"The particulars of claim to be remedied and fee schedule for said remedies are as follows:*

- 1. failure to adjust for a disabled person under services section 3 Equalities act 2010 - £5000*
- 2. removal of accessibility for a disabled person/loss of amenity and use of property £3000*
- 3. Repair costs and vehicle storage £1500 due to denying my claim as a claimable event*
- 4. Annual Insurance refund due to breach of contract and failure to provide a service as advertised and maladministration £990.50*
- 5. Injury to feelings and emotional and physical distress £5000*

*Total remedy sought £15,490.50"*

Miss L and Advantage may find it helpful to re-read the final decision from February 2023. In my view, that final decision dealt with complaint points including the following:

- discrimination on the grounds of disability;
- telling Miss L her car was a total loss;
- going back on an offer to get the car inspected;
- incorrectly dating of a letter in August 2022.

So – in line with the rules – I cannot add anything to the previous final decision on those points.

I consider that the main or only remaining issue is the central issue of whether Advantage unfairly declined the claim.

The policy covered accident damage, but it didn't cover mechanical failure or wear and tear.

I've looked at the photographic evidence and the reports, including the report from Miss L's garage. I don't consider that "*possibility of pothole impact*" reaches the level of probability that such an impact damaged Miss L's vehicle.

I also keep in mind that Miss L declined to make the vehicle available for inspection by Advantage's independent engineers. I don't find it unfair that Advantage considered this to be a lack of cooperation in dealing with the claim.

Weighing everything up, I don't consider that Advantage treated Miss L unfairly by declining to meet her claim.

So , whilst I accept that Miss L has found the claim process difficult and frustrating, I don't find it fair and reasonable to direct Advantage to make a refund of premium or to pay further compensation or to do any more in response to this complaint.

### **My final decision**

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct Advantage Insurance Company Limited to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss L to accept or reject my decision before 22 November 2023.

Christopher Gilbert

**Ombudsman**