

The complaint

Ms C complains Advantage Insurance Company Limited (Advantage) unfairly settled her claim on her motor insurance policy.

There are several parties and representatives of Advantage involved throughout the complaint but for the purposes of this complaint I'm only going to refer to Advantage.

What happened

In December 2022 Ms C was involved in an accident whilst in her car. Damage to the front bumper and grill of her car. She made a claim on her motor insurance policy.

Advantage accepted the claim and Ms C's car was booked in at Advantage's approved repairer for 10 January 2023. When Ms C went to drive the car before it went to the repairer the in-car screen displayed a faulty headlight. The next time she started the car was to take it to the garage for the repairs to be completed and this time she said a number of faults were displayed. The garage picked up the car as Ms C was not confident about driving it due to the faults being displayed.

Ms C told Advantage she thought condensation had got into the car headlight and in turn had damaged the electrics. She said this needed repairing too.

The accident damage was repaired but not the electrics. Advantage declined to cover the water damage to the electrics as the main dealer had confirmed it was unrelated to Ms C's claim. Ms C was advised a second claim would need to be submitted for this separate water damage.

Ms C disputed this and said water had got in through a headlight with a broken seal causing the damage. She added that a health check had been undertaken on the car by the main dealer in September 2022 and it did not find any issues.

As Ms C was not happy with Advantage, she brought the complaint to our service.

Our investigator did not uphold the complaint. They looked into the case and said Advantage had made a fair offer based on the accident damage identified in the detailed engineers report.

As Ms C is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

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 saw Ms C's car was taken to Advantage's approved repairer on 9 January 2023. Evidence of progress of bodywork repairs was emailed to Ms C on a regular basis.

In early February 2023 the approved repairer took the car to the main dealer to investigate the warning lights. The main dealer confirmed water contamination had damaged the electrics. They found corrosion at the engine control unit (ECU) connector but there was no visible damage around it. They said it was not part of the accident repair work as the water looked like it had been there a while. The main dealer said the car was not safe to drive.

I saw as Ms C disagreed the work was not accident related; Advantage arranged for a post repair assessment to be completed by an independent engineer on 22 February 2023. This confirmed the damage to the righthand headlight and the water ingress to the ECU were not related to the claim for collision damage.

The health check mentioned By Ms C from the main dealer in September 2022 was undertaken when the car went in for recall work completing on the cooler. It confirms recall work was completed on the EGR cooler and also that a visual health check was carried out.

I looked at the visual health check report and it highlights immediate attention is required under the heading of lights/electrics and it says, *"all services are overdue"*. The report also advises a new tyre. The report gives a quotation to complete the work required but shows it was not authorised. The report is annotated with *"customer decided not to have the work completed before leaving the premises."*

The health check report I reviewed did not confirm there were no issues as Ms C thought it did. It shows that electrical checks to Ms C's car were overdue in September 2022. The recall work to the EGR cooler was not the same as work to the ECU.

The evidence I have reviewed has been produced by a number of professional engineers and after consideration of everything provided, I am not persuaded the repairs declined by Advantage were related to the claim made by Ms C when she was involved in the collision in December 2022. I think Advantage have fairly declined to cover the water damage under the collision claim.

Therefore, although I know Ms C will be disappointed, I do not uphold this complaint and do not require Advantage to do anything further in this case.

My final decision

For the reasons I have given I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms C to accept or reject my decision before 6 September 2023.

Sally-Ann Harding
Ombudsman