

The complaint

Mr S has complained about the delay on Advantage Insurance Company Limited's part in repairing his van after he made a claim for damage to it under his motor insurance policy.

What happened

Mr S's van was damaged in July 2022 when it rolled off a drive and collided with a third party's property. Mr S submitted a claim for his van and it took Advantage until March 2023 to authorise the repairs to it. The timeline of what happened in this period is not – in my opinion – clear from the information Advantage has provided. But Mr S has said he had to take his van to Advantage's approved repairer four times to have the damage and brakes checked.

Mr S made three separate complaints to Advantage. One about the delay in authorising the repairs. This was upheld and Mr S was paid £150 in compensation for the distress and inconvenience he'd experienced due to delays caused by a lack of action on the part of Advantage. He made another complaint about the fact that Advantage had to re-instruct its repair agent and the approved repairer. This complaint wasn't upheld on the basis that Advantage's agent had closed the claim in January 2023 due to a lack of contact from Mr S. And he made a further complaint about a lack of contact and the fact he had suffered a loss of earnings due to having to take his van in to be checked four times. This complaint wasn't upheld either, although Advantage did offer to consider Mr S's loss of earnings if he provided evidence of this.

Mr S asked us to consider his complaint about Advantage at the beginning of April 2023. When he did this he said it was about the delay repairing his van and the fact he had to take four days off work to take his van to Advantage's approved repairer for checks.

One of our investigators considered Mr S's complaint. He didn't uphold it because he thought Advantage had already paid enough in compensation for the distress and inconvenience Mr S had experienced. And because Mr S had not provided sufficient evidence to show his loss of earnings.

Mr S wasn't happy with the investigator's view on the case and asked for an ombudsman's decision. He didn't think £150 was enough compensation for the distress and inconvenience he'd experienced, as he had to call to chase up the repairs to his van 30-40 times and was just passed around. He also reiterated his point about losing earnings, as well as having to pay the £400 excess due under the policy.

I issued a provisional decision on 4 October 2023 in which I set out what I'd provisionally decided and why as follows:

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

As Mr S asked us to consider his complaint at the beginning of April 2023 I can only consider what happened up to this point in this decision. However, it is very hard to tell from the

evidence provided by Advantage exactly what did happen with regards to the repairs to Mr S's van in this period. For example, there is no evidence to show why it was necessary for him to take it to the approved repairer four times and I think the sequence of events and call records are hard to follow in the notes Advantage has provided.

What is clear is that there was a delay of around three months due to a lack of action by Advantage and its repair agent. And then a further delay due to what appears to be a problem getting a part or parts. I note Mr S was still able to use his van, albeit with the worry of it not being secure. So, I think the £150 Advantage has already paid in compensation for the distress and inconvenience Mr S experienced because of this delay is sufficient.

However, I am not satisfied it is sufficient to compensate Mr S for the distress and inconvenience he experienced overall. I say this because there is no apparent reason for him having to take his van to the approved repairer four times and I have no reason to doubt Mr S's testimony that he had to do this. It seems that he should only have needed to take it twice at the most; once so an estimate could be drawn up for the repairs and once to check the brakes. I also have no reason to doubt Mr S's testimony that he made a lot of calls to Advantage or its repair agent to chase up his repair. And the call records that Advantage have provided, whilst not easy to follow, do suggest Mr S made a number of calls chasing the repairs to his van. And I consider that Mr S should receive a further £200 in compensation for the distress and inconvenience he experienced as a result of visits to the approved repairer that shouldn't have been necessary and the communication issues he had.

I appreciate Mr S has said he lost four days earnings as a result of the four visits. But I think two of these visits were necessary and reasonable. And, while I appreciate Mr S thinks the evidence he has provided to back up his loss of earnings is sufficient, I do not think it is. All he's provided are copies of pages from his diary on what I assume are the days of the visits. But these don't show he lost the jobs listed and wasn't able to fit them in around his visits to the repairer. And, as I've already said, I think only two of these visits were unnecessary. I've also noted Mr S's point about paying the £400 excess. But this was always going to be payable on any claim he made and he would have known this when he took out his policy with Advantage.

In summary, having considered Mr S's complaint, I have provisionally decided that Advantage needs to pay him a further £200 in compensation for distress and inconvenience.

I gave the parties until 22 October 2023 to provide further comments and evidence. Mr S has responded to say he accepts my provisional decision.

Advantage has responded by providing a timeline from its repair agent, which it has referred to. It has suggested this shows Mr S vehicle went to the repairer three times and that this was reasonable. It's explained this was once for the repairs to start, a second time to fit a window moulding that seems to have arrived at the repairers late; and a third time because Mr S asked to have his van back before this moulding was actually fitted and then needed to take it to the repairer again to have it fitted.

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.

Having considered the responses to my provisional decision, I've decided to uphold Mr S's complaint and award the extra compensation of £200 I provisionally decided to award.

Advantage have potentially explained the reason Mr S took his van to its repairers on three of the occasions he did this. It does seem likely he also had to take it there so the repairs could be estimated. However, it's not clear from the timeline provided by the repair agent why they booked Mr S's van in for repairs without having all the parts, having delayed doing this seemingly because it was waiting for parts. Also, I can see the repair agent had problems getting information from the repairer and arranging the repair. And I think this backs up Mr S's assertion that he had to make numerous calls to find out what was going on and got very frustrated with the lack of information being provided.

Putting things right

Overall, it remains my view for the reasons set out above and in my provisional decision that Advantage should pay Mr S a further £200 in compensation for distress and inconvenience.

My final decision

My final decision is that I uphold Mr S's complaint about Advantage Insurance Company Limited and order it to pay Mr S a further £200 in compensation.

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

Robert Short
Ombudsman