

## **The complaint**

Miss E complains about how Advantage Insurance Company Limited (“Advantage”) handled a claim under her car insurance policy.

## **What happened**

Miss E had a motor insurance policy with Advantage covering her car.

In late November 2022 she collided with another vehicle causing damage to her car. She contacted Advantage and made a claim.

Advantage recovered her car and provided Miss E with a courtesy car about eight days later.

Repairs to her car took a total of about eleven weeks to resolve.

Miss E wasn’t happy with Advantage’s communication and processes. She spent a long time on the phone and email chasing it for updates and in several instances telling it where her car was to move the claim forward.

She complained to Advantage, which offered her £150 for her distress and inconvenience during her claim.

Miss E remained unhappy and brought her complaint to this service. She complains about delays during her claim, the poor communication from Advantage, and the way it dealt with her complaint. She asks that Advantage pays considerably more for its poor processes and service which caused her physical and mental distress throughout her claim.

Our investigator looked into her complaint and said she thought Advantage’s service hadn’t been very good, but the compensation it offered was fair and reasonable.

Miss E didn’t agree with the view and asked that her complaint was reviewed by an ombudsman, so it has been passed to me to make a final decision.

## **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.

It’s important that I say this service isn’t the regulator. We’re not able to require an insurance company to change its processes. What we can do is look at the way a company has acted during a claim and see if its actions are fair and reasonable.

Also, this service doesn’t look to punish or penalise a company for its actions, but instead looks at the impact its service has had on an individual and makes an award of compensation if it’s appropriate. The guidelines for compensation are set out on our website.

Some parts of Miss E’s complaint are about Advantage’s complaints process. We’re not able to consider complaints about complaints activity as that isn’t a regulated activity.

I've read the details about what happened during Miss E's claim and focused on the interactions between it and her and the delays getting her car repaired.

I can see Miss E feels particularly strongly about the delays, which started when Advantage took about eight days to supply her with a courtesy car. Miss E says she paid for a premium service and she's entitled to a courtesy car faster than Advantage sent her.

I've looked at Advantage's policy wording which says a courtesy car is available during repairs. So by it supplying her with a car when her car was taken to a repairer, Advantage's actions are fair and in line with its cover.

In later correspondence Miss E says that the period of time she was waiting for her car to be repaired was excessive and she blames Advantage for this. I've looked at a timeline of events during her claim and I can see there are periods when the claim should have moved on quicker. But I can also see the damage to her car was significant, and further damage was found when the car was stripped down. I can't reasonably say that's Advantage's fault.

It also said there were delays awaiting parts, which is due to the ongoing disruption to the global supply chain. Again, I can't reasonably say that's Advantage's fault.

In the file I've been provided I can see Miss E points out that the impact was at a speed of about 35 mph and as the damage was only to the front of her car she thinks Advantage took too long to repair it. The total claim took about 11 weeks to resolve, which Miss E believed was about double what was actually required.

I've thought about this and I think it's fair to say that damage caused by hitting another vehicle at this speed could have caused significant damage to Miss E's car. It's likely that a substantial number of parts were damaged in an impact of this type, including ones that can't be seen on first inspection. In its final response, Advantage mentions that if further damage was found it could mean that Miss E's car might be written-off, which I think is a useful guide as to the complexity of the damage caused, and the subsequent repair.

I can also see that repairs were initially authorised within about 16 days. Then further damage was found and parts needed to be ordered. Much of this took place over the festive period. Then the repairs began in late-January. It's my understanding that a courtesy car was provided to Miss E during this time, so I think Advantage has acted fairly and reasonably to minimise her disruption.

Taking everything into account, I think it's likely that some delays in repairing Miss E's car were caused by Advantage and I'll consider this further below.

Miss E is also very unhappy with Advantage's communication, both internally between it and its suppliers and repairers, and with her. I can see from her evidence that she spent a considerable amount of time and effort contacting Advantage. I can see from Advantage's responses to her that it felt its service wasn't good enough for her and it apologised and offered her £150 compensation for the delays and poor communication.

In later correspondence with this service Miss E rejected this amount saying she didn't think it was enough for Advantage not following its own processes. I've said above that this service doesn't look to punish companies for their actions.

Taking into account this service's guidelines on compensation, I think the amount of compensation offered by Advantage is fair and reasonable and I'm not doing to ask it to pay more.

**My final decision**

Advantage Insurance Company Limited has already made an offer of £150 to settle this complaint and I think this offer is fair and reasonable in all the circumstances.

So my decision is that Advantage Insurance Company Limited should pay Miss E £150 if it hasn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss D to accept or reject my decision before 6 November 2023.

Richard Sowden  
**Ombudsman**