

## The complaint

B complains that Admiral Insurance (Gibraltar) Limited mishandled a claim on a motor insurance policy.

## What happened

Mr D had a four-wheel drive pick-up vehicle, made by a large manufacturer and first registered in 2018.

For the year from late May 2022, Mr D insured the vehicle on a comprehensive policy with Admiral. The policy schedule gave Mr D's address at a specialist farm business ("B"). The cover included cover for transporting "own goods".

Unfortunately, in late August 2022, Mr D reported to Admiral that the vehicle had suffered damage from hailstones. Admiral appointed a repairer.

From about mid-October 2022, the repairer had the vehicle. Admiral arranged a courtesy vehicle for Mr D.

By mid- December 2022, Mr D had complained about delay. He also complained that the courtesy vehicle wasn't four-wheel drive, and it didn't have a tow bar, so B had lost income.

On about 10 January 2023, the repairer returned the repaired vehicle to Mr D, and he returned the courtesy vehicle.

By a letter to Mr D dated early February 2023, Admiral said that eight weeks had passed since he made his complaint, so he could bring it to us.

Mr D brought the complaint to us in mid-February 2023.

By a final response dated early March 2023, Admiral didn't uphold the complaint, but said it was sending £50.00 compensation for its delayed response.

### *our investigator's opinion*

Our investigator recommended that the complaint should be upheld in part. She didn't think that Admiral caused any delays. And she thought that £50.00 was fair for the delayed response. But she thought that Admiral should've offered the requested vehicle once it realised repairs were delayed, especially since B said they needed it for work.

The investigator recommended that Admiral should:

- pay £20.00 per day for loss of use of the vehicle from the day Admiral was aware of the delays (23 November 2022) until the day the vehicle was returned (10 January 2023) totalling £980.00.

### *my provisional decision*

After considering all the evidence, I issued a provisional decision on this complaint to B and to Admiral on 14 August 2023. I summarise my findings:

B didn't have any reasonable expectation that Admiral would provide a like-for-like vehicle with four-wheel drive and a tow bar. For that reason, I wasn't minded to find it fair and reasonable to direct Admiral to compensate Mr D or B for any inconvenience or financial loss caused by the fact that the courtesy vehicle wasn't as suitable as his vehicle for their needs.

I didn't consider that the delayed final response caused Mr D or B much extra inconvenience. And I was satisfied that Admiral's payment of £50.00 was fair.

Subject to any further information from B or from Admiral, my provisional decision was that I didn't uphold this complaint. I didn't intend to direct Admiral Insurance (Gibraltar) Limited to do any more in response to this complaint.

B acknowledged receipt of the provisional decision.

Admiral didn't respond to the provisional decision.

I see no reason to change my view.

### **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 hold Admiral responsible for the acts and omissions of its repairer. However, from what I've seen, there was delay in the supply of parts to the repairer from the main dealer franchised by the manufacturer. I don't hold Admiral responsible for that.

Admiral's policy said that it would provide a courtesy vehicle. The policy terms included the following:

***"IMPORTANT***

***...***

***We cannot guarantee the courtesy van will be adapted to any special needs or disability.***

***...***

***The courtesy van is not intended to be a like for like replacement of your vehicle. it will typically be a small car derived van."***

So, whilst I've noted Mr D's personal needs and B's business needs, they didn't have any reasonable expectation that Admiral would provide a like-for-like vehicle with four-wheel drive and a tow bar. For that reason, I don't find it fair and reasonable to direct Admiral to compensate Mr D or B for any inconvenience or financial loss caused by the fact that the courtesy vehicle wasn't as suitable as his vehicle for such needs.

I say that notwithstanding that Admiral knew from about 23 November 2022 that there was a delay in the repair. I haven't found Admiral responsible for that delay. So I find it fair and reasonable that Admiral did no more than to extend the period for which it provided a courtesy vehicle.

Admiral has acknowledged that it should've responded to the complaint more promptly.

However, it told Mr D of his right to bring his complaint to us, which he did. And Admiral sent its final response to Mr D and its file to us. So I don't consider that the delayed final response caused Mr D or B much extra inconvenience. And I'm satisfied that Admiral's payment of £50.00 was fair.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask B to accept or reject my decision before 27 September 2023.

Christopher Gilbert

**Ombudsman**