

The complaint

Mr H complains about how Admiral Insurance (Gibraltar) Limited handled his claim made on his motor insurance policy.

What happened

Mr H's car broke down after he had refuelled it. He took the car to a dealer's garage and made a claim to Admiral. But he was unhappy that Admiral caused delays in repairing his car and with its communication with him. He said he wasn't provided with a courtesy car until he chased for one. He thinks he shouldn't have to pay for tax, insurance and finance while he's been without the car. He wants compensation for his trouble and upset and his car to be repaired.

Admiral agreed that it had caused avoidable delays in the claim and its communication could have been better. It said Mr H wasn't entitled to a courtesy car until repairs had been authorised and his car was at the repairers. But it paid Mr H £140 for loss of use due to its delays as a gesture of goodwill. It also paid Mr H £435 compensation for his trouble and upset and £25 as an apology for its late response to his complaint. But Mr H remained unhappy. He wanted the claim resolved and compensation for his stress.

Our Investigator thought Admiral hadn't treated Mr H fairly, but he thought its resolution of his complaint was fair and reasonable. He thought Admiral had caused some avoidable delays at the start of the claim and its communication could have been better. But he thought it had provided a courtesy car before the repairs were authorised and also provided a payment of £140 for loss of use that wasn't required by the policy's terms and conditions. He thought Admiral's £435 compensation for trouble and upset and £25 for its late response to Mr H's complaint was fair and reasonable.

Mr H replied that he was held at fault for a garage providing dirty fuel and his premiums had doubled due to this. He said after six months his car had now been repaired, but further damage had been caused by the repairer. He said he'd spent hours managing the claim and Admiral's compensation didn't recognise this or the stress it had caused.

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 can see that Mr H's car has now been repaired. But he had a long wait for this to be done and I can understand that this must have been frustrating and stressful for him. Mr H has raised a number of concerns about how Admiral handled his claim.

But, as our Investigator has explained, I can only consider those where Admiral has had a chance to provide a response. Mr H said he had further responses from Admiral since 4 April 2023. But I haven't seen those, and Admiral has said it intends to respond to them as separate complaints. So I can't consider those here.

Mr H has also raised concerns about how our service should support him. But we're not a consumer rights body or a consumer champion. And we're not the regulator. We are an

alternative dispute resolution body. And I can review how Admiral has responded to Mr H's complaints in keeping with his policy's terms and conditions, with the relevant laws and regulations in mind and whether this has been fair and reasonable.

So I've considered here how Admiral responded to Mr H's complaints that he then brought to us up to its response on 4 April 2023.

Admiral didn't uphold all of Mr H's complaint points. Mr H said he'd been without a courtesy car until he asked for one. But I can see that his policy provides for a courtesy car only when repairs have been authorised and the car is with the approved repairer. Admiral provided a courtesy car before the repairs began and, as a gesture of goodwill, it offered Mr H £140 compensation for 14 days' loss of use in recognition of its delays. I think that was very fair and reasonable in the circumstances.

Mr H said he had to pay for his car's tax, insurance and finance when he didn't have use of it. I can understand that this must have been frustrating. But I'm satisfied that Admiral doesn't have to reimburse him for these costs. This is because Mr H would have had to pay for his tax in any case. His insurance is an annual contract, which he is using in his claim, so it's payable for the full year. And I can't hold Admiral responsible for Mr H's financial arrangements.

Admiral did uphold Mr H's complaints about its delays and communication. And I agree that there were avoidable delays in the claim and poor communication:

- There was a seven week wait until an independent assessor looked at the car even though Admiral had instructed him shortly after the claim was made.
- Then the wrong fuel contamination test kit was ordered and another one was needed. But to avoid further delays, Admiral authorised the approved garage to assess the engine for damage.
- Unfortunately, there was then a delay as the garage was moving locations. Admiral chased the repairer in this time, so I can't say it was responsible for this delay.
- From Admiral's file notes, I think when Mr H first made the claim it tried to manage his expectations about a courtesy car and the time it would take to deal with his claim. I can see that when Mr H raised concerns about the multiple points of contact for his claim Admiral then gave him a single point of contact. But I think Admiral could have been more proactive before then and looked to keep Mr H better updated about what was happening with his car.

When a business makes mistakes, as Admiral accepts it has done here, we expect it to restore the consumer's position, as far as it's able to do so. And we also consider the impact the error had on the consumer.

Admiral bore the costs of the assessment of the engine. And Mr H said his car has now been repaired (albeit he has a further complaint point about that). Admiral paid for two weeks loss of use when he was without a courtesy car and provided one before it had authorised repairs, even though this wasn't provided by the policy. So I think that reasonably restores Mr H's position.

Admiral offered Mr H £435 compensation for the trouble and upset caused by its delays and handling of his claim. I think that's in keeping with our published guidance where there have been errors over several months. So I think that was fair and reasonable.

I note that Admiral also offered Mr H £25 as a gesture of goodwill for its late response to his complaint. Complaint handling isn't a regulated activity. And we can't consider dissatisfaction solely about how a business has handled a complaint. So I can't comment further on that here.

So, in conclusion, I'm satisfied Admiral responded fairly and reasonably to Mr H's complaints brought before 4 April 2023. And so I don't require it to do anything further.

My final decision

For the reasons given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 20 November 2023.

Phillip Berechree
Ombudsman