

The complaint

Mr L complains that Admiral Insurance (Gibraltar) Limited (Admiral) failed to fully repair his car following an accident claim, under his motor insurance policy.

What happened

Mr L was involved in an accident when driving. He made a claim to Admiral, which it accepted. Arrangements were made for the repairs. Mr L says he was visited by the repairer's mobile team at home. But he was advised the car would need to be repaired at the garage as the damage was too severe.

Around a week later the repairer called him but was unaware of its mobile team's assessment. Mr L was told the damage report would be obtained but that a shortage of courtesy cars might delay the repair. He says he was called just under three weeks later to discuss repair arrangements. The repairer wasn't aware he needed a courtesy car. But as none were available an appointment couldn't be made.

Mr L called Admiral's repairer a week later. He was told it could carry out the repairs immediately. But it didn't have a courtesy car available, which Mr L needed. Two weeks after this the repairer called Mr L to tell him the parts for his car were due to arrive in a few days, and his car could be booked in. Mr L says he wasn't told the repairer was waiting on parts prior to this, only that the delay was due to the lack of a courtesy car.

Mr L says he was told a few days after his car was taken for repairs, that the garage had found damage unrelated to his claim. Meaning when he collected the car he would need to arrange a repair "asap". A week later the repairer queried why he hadn't collected his vehicle and requested the return of its courtesy car. Mr L says there was no concern shown as to his circumstances.

The car was returned on a truck a week later and the courtesy car was collected. Mr L says he wasn't informed that his car was unroadworthy. Because he wasn't happy with how Admiral had handled his claim he complained.

In its final complaint response Admiral says Mr L's car had a damaged spring that was on the opposite side of the car to the collision. Its repairer didn't think this was accident-related damage. When Mr L disputed this it arranged for an independent assessor to inspect the damage. The assessor didn't think the spring damage was claim related either. Admiral says its policy doesn't cover this damage.

Admiral offered Mr L £50 compensation for one of its agents not calling him back as agreed, and for its repairer not confirming whether his car was driveable.

Mr L didn't think he'd been treated fairly and referred the matter to our service. He says Admiral hadn't responded to a second complaint he'd made. Our investigator asked Admiral about this. It responded to say that all of the issues Mr L had raised had been merged into its final complaint response. Our investigator didn't uphold his complaint. He says the expert report confirmed the spring damage was due to wear and tear. He thought the £50

compensation it offered was fair to acknowledge the lack of communication.

Mr L disagreed and asked for an ombudsman to review the matter.

It has been passed to me to decide.

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 done so, I'm not upholding Mr L's complaint. I'm sorry to disappoint him but I will explain why I think my decision is fair.

I can see that Mr L's car was taken to Admiral's repairer at the beginning of May 2023. A few days later the repairer contacted him to advise there was damage that wouldn't be included in the repairs. Admiral says its repairer explained the damage was to the driver's side front spring. Mr L doesn't dispute that he was told about this. But he did dispute this being excluded from the repairs.

I've read the report from the repairer. This says:

"looking at the images this is all nsf damage, the spring on the osf will be a wear and tear item as there is no impact damage that is consistent to that side of the car".

The repairer's engineer felt that as the spring was on the opposite side of the car to the collision, the damage wasn't consistent with the claim. I think it was reasonable that Admiral arranged for an independent assessor to inspect the damage as Mr L didn't agree with this decision. In the report the assessor says:

"The offside front spring was clearly broken/snapped to such an extent that the spring was sitting past the area it is supposed to be correctly located with the upper section of the road spring missing.

NB: There is a considerable amount of established corrosion present around the broken part of the remaining section of the spring and on the upper seating area which in my opinion clearly pre dates the incident date for the claim on notice.

Having reviewed the repair estimate, and provided information, it is my considered opinion that the broken spring on the opposite side of the damaged area cannot be justified as being part of the accident damage under review for the claim on notice.

The issue is in my opinion normal wear and tear and should be the responsibility of the insured."

Photos of the area around the broken spring were included with the assessor's report. The photos support his view that there was considerable corrosion present. Admiral refers to its policy terms that say it may reduce the settlement or ask Mr L to contribute towards the repair costs if the parts are already worn or damaged. I think the assessor's expert view is persuasive that the damaged spring isn't related to Mr L's accident. Based on this evidence I don't think Admiral treated him unfairly when it declined to cover the cost of repairing it.

I've thought about the standard of customer service Mr L received. I acknowledge what he says about Admiral not responding to each of the points he made in his complaint. And that he wasn't told it had merged his complaints into one response. I can't see that it responded

to all of his comments individually. But having carefully considered his complaint points I don't think Admiral needs to do more to compensate Mr L.

Admiral's repairer didn't have a courtesy car available when Mr L's claim was first referred to it. He had to wait a few weeks before one became available, and his car could be booked in for repairs. I note what Mr L says about the repairer being unaware its mobile repair team had assessed the damage. But I don't think this delayed the repairs, as Mr L needed a courtesy car, and one wasn't available until his car was booked in for repairs in May 2023. He wasn't told about the parts that had been ordered. But again, the crux of the initial delay in starting the repairs was down to the availability of a courtesy car.

Mr L had the use of his car prior to repairs taking place. I note what he says about only using his car "*very sparingly*". However, he did confirm to Admiral that his car was driveable during this period, and he says it was driven to the repairing garage. I can't see that Admiral was aware of an issue with the damaged spring until the car was inspected.

Having considered all of these points, albeit there were some minor communication failings, I think Admiral's offer of £50 compensation is fair in these circumstances. So, I can't reasonably ask it to do anymore.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 11 December 2023.

Mike Waldron
Ombudsman