

The complaint

Mr L complains that Admiral Insurance Company Limited mishandled his claim on a motor insurance policy.

What happened

The subject matter of the claim and the complaint is a sports utility vehicle, first registered in February 2020. Mr L acquired the car on a lease agreement.

For the period from mid-February 2022 to early February 2023, Mr L had the car insured on a comprehensive policy with Admiral. He was the policyholder. The policy also covered his wife as a named driver. Any claim for damage (except a glass claim) was subject to an excess of £300.00.

Unfortunately, in early December 2022, Mr L reported to Admiral that in about late November 2022, his wife had damaged the car. Admiral appointed an approved repairer.

By late January 2023, Mr L had complained to Admiral about delay and poor communication.

Mr L's lease agreement was due to expire in early February 2023. He couldn't send the car back in a damaged condition (without incurring a cost). He was still waiting for a date for the repairs. So he contacted the lease company and moved onto a rolling 1-month contract until the car was repaired.

As the first MOT test was due, Mr L had to get that done.

By a final response dated 17 March 2023, Admiral said that its repairer had been waiting for parts. It said it was sending £100.00 to Mr L's bank account. Mr L contacted Admiral again.

By a letter dated 22 March 2023, Admiral said it was sending a further £50.00 to Mr L's bank account. Also on 22 March 2023, Mr L brought his complaint to us.

Our investigator only considered points up to 17 March 2023. She didn't recommend that the complaint should be upheld. She thought that the total compensation of £150.00 was reasonable to recognise the inconvenience.

Mr L disagreed with the investigator's opinion. He asked for an ombudsman to review the complaint. He says, in summary, that:

- He had another family car.
- He was not planning to get a new car.
- The initial delay was the garage's backlog in appointments.
- When he was given a repair date (of mid- February), he asked about other options and was offered nothing.
- In about mid-March 2023, Admiral told him he could use a non- approved repairer,

but it would take time for them to review first. By that time, he had plans with them to fix the car.

- Admiral provided compensation for the MOT being done.
- He's in the process of handing this car back with no new car lined up.

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.

From the vehicle assessment after the accident, I think that the damaged car remained safe to drive. But it needed repair including to a door.

The Financial Ombudsman Service is bound by the Financial Conduct Authority's dispute resolution rules. One of those rules is that – before we can investigate a complaint – the consumer must first have made that complaint to the firm and waited for up to eight weeks for a final response.

In Mr L's case, I can only look into the complaint he made that led to the final response in mid-March 2023. I can't deal in this final decision with any complaint about later delay or other shortcomings.

I accept that Admiral didn't communicate with Mr L properly, even when it had promised to call him back.

When he completed our complaint form in March 2023, Mr L included the following:

"I've now paid 2 payments of £355 for the car (£710) that I do not need and now incurring this ongoing cost and maintenance of a car..."

I can see why Mr L considers it obvious that Admiral should've got his car repaired between early December 2022 and the deadline of early February 2023.

However, I haven't seen enough evidence to say what would've been a reasonable time for the repair of the damage to the car. And I haven't seen enough evidence to say that, when he made his complaint, Admiral had already shown that it would exceed a reasonable time for the repair.

So, whilst I understand Mr L's need to extend the lease, I don't find it fair and reasonable to direct Admiral to compensate Mr L for the cost of that in February and March 2023.

I don't under-estimate the impact on Mr L of the shortcomings in Admirals communication. That impact included making Mr L feel ignored and that he had to chase for progress and updates.

Nevertheless, I conclude that the payments totalling £150.00 were in line with what I would otherwise have directed Admiral to pay. So I don't find it fair and reasonable to direct Admiral to pay any more compensation or to waive the excess.

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 Company Limited to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 8 October 2023.

Christopher Gilbert

Ombudsman