

The complaint

Miss M complains about how Admiral Insurance (Gibraltar) Limited handled a claim she made on her motor insurance policy and the quality of repairs.

Admiral are the underwriters (insurers) of this policy. Much of this complaint concerns the actions of their appointed agents. But as Admiral accept they are accountable for the actions of their agents, in my decision, any reference to Admiral should be interpreted as also covering the actions of their appointed agents.

What happened

The background to this complaint is well known to Miss M and Admiral. In my decision, I'll focus mainly on giving the reasons for reaching the outcome that I have.

Miss M had a motor insurance policy with Admiral. Following a road accident she made a claim on her policy in August 2022. Admiral accepted the claim and a repair was arranged through an approved repairer. When Miss A eventually received her car back, she was unhappy with the quality of the repairs and raised this as an issue with Admiral.

Admiral arranged for the car to be looked at again by an Independent Assessor and the repairer, but as Miss M remained unhappy – she raised a complaint. She said that she wanted Admiral to refund costs she incurred as a result of how they handled the repair, recognition of delays, depreciation compensation, compensation for stress caused and further damage such as mould to be put right.

Admiral partially upheld her complaint. They offered £600 compensation, including £100 towards a professional valet. Miss M then referred the complaint to our Service for an independent review. Our Investigator considered the complaint but didn't recommend that it be upheld. As Miss M remained unhappy, the complaint was referred to me for a decision.

I recently sent both parties a copy of my provisional, intended findings. As the deadline for responses has now passed, I've considered the complaint for 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.

Although a number of issues have been raised (over 25 complaint points), my decision only addresses those issues I consider to be materially relevant to this complaint. Therefore I won't be addressing each and every complaint point individually. This isn't meant as a discourtesy to either party – it simply reflects the informal nature of our Service.

Both parties have taken the opportunity to respond to my provisional decision with further comments.

Most importantly, Miss M has now told our Service that she no longer owns the car. She's told us she sold it for parts in June for less than the market value, that it was owned by

someone else between June and the August MOT and they may have carried out repairs. It's disappointing that our Service wasn't notified of the sale before the complaint was referred for a decision, given that Miss M was in regular contact with our Investigator – particularly throughout June. This is important information and impacts the direction as previously set out – as any Ombudsman direction must be workable. Miss M no longer holds an insurable interest in the car as a result of selling it – so I've amended my direction below.

Miss M also raised issue with Admiral not complying with her SAR request. Any concerns she has would be best directed to the Information Commissioner's office. <https://ico.org.uk/> I'm satisfied that I had all the information I needed to reach a fair and reasonable outcome here.

I've noted the videos Miss M has sent us about engine/power issues with the car. The Independent report didn't support that these were as a result of the accident and she was given a fair opportunity by Admiral to obtain expert supporting evidence of her own to support all the issues she's described. Their offer to consider further evidence – *'if you would like us to consider these points any further you will need to provide us with evidence from a reputable garage/expert confirming these issues are related to the incident, along with an estimate for the required repairs'* remains fair and appropriate.

Admiral responded to the provisional decision and have said that that whilst they would relook at the multimedia unit, should their investigation conclude that the damage to it wasn't caused by the accident or was pre-existing, they shouldn't be responsible for rectifying the issue. I agree this is fair, but given what Miss M has told us about no longer owning the car and that the new owner may have carried out repairs at their own expense, it seems that it would be extremely difficult for any inspection to now take place.

Miss M has referred to the length of time taken for repair impacting her warranty which expired. But as our Investigator explained, world-wide supply chain issues are outside of the control of Admiral. This means I also won't be commenting further on Miss M's comments about potentially selling the car when its' value was higher. This is a hypothetical scenario that didn't happen.

Our Service are not car experts and it's not our role to decide what damage the car has suffered or when. My role when considering this claim is to determine whether Admiral have fairly and reasonably considered the claim.

It's not in dispute that this claim didn't progress as well as either party would have liked. Admiral have conceded as much by making an offer in response to the complaint.

It appears that an eye test/visual inspection was the extent of their initial investigations here - rather than a proper diagnostic test. For example - the radiator hose issue not coming to light until the car had been stripped back. That said, I've to weigh this up against the damage being claimed for when considering if it was proportionate. On balance, I conclude a more thorough inspection should have been carried out upon booking in. I find that had this happened, many of the later issues could have been avoided or easily clarified when they later arose. I've then gone on to consider is whether Miss M has lost out because of this failing.

It's positive that when Miss M made Admiral aware of the issues following the return of her car, they had the car looked at by an Independent Assessor ('IA').

I note that The IA recommended that Admiral appoint a car electrician to look at the multimedia unit. This is separate to the issue of the radio not working which was noted when the car was booked in. I've seen no evidence that this happened and as they conclude that

it's not inconceivable that this fault could have been caused by the repair – this needed to be looked into further. It's disappointing to see in Admiral's final response latter they've said the following in relation to this point:

"I can confirm that the issues identified with the electrics and starter motor were submitted to Admiral for review. Our inhouse engineer advised that that these issues were due to wear and tear and so were deemed unrelated to the accident and would not be covered under your claim. Therefore, the approved repairer was correct in not carrying out these repairs."

The purpose of the IA report was to establish what Admiral needed to repair and what wasn't caused by the accident. Admiral should have followed the IA's recommendations and not referred the disputed point back in house again. Previously I'd said if this issue (the multimedia unit) still remained, Admiral would need to arrange for it to be rectified or, if Miss M had it repaired - reimburse her for her outlay. As explained above, Miss M no longer owns the car. This means she doesn't retain an insurable interest and any impact of the multimedia unit not being fixed is now different to my previous consideration.

As the IA's report didn't conclude that the other damage to Miss M's car was caused by the accident or the attempted repairs, I found that in the absence of other independent supporting evidence from Miss M, Admiral didn't need to do anything further (with the exception of the multimedia unit). Their offer to consider further evidence – *'if you would like us to consider these points any further you will need to provide us with evidence from a reputable garage/expert confirming these issues are related to the incident, along with an estimate for the required repairs'* was fair and appropriate.

Other points raised

I've noted Miss M's comments about the 'feel' of the car when driving - linked to the performance of the suspension. But the IA report doesn't support her view. If she can produce supporting evidence that this was caused by the accident then Admiral should reconsider that evidence.

Miss M also raised issue with the condition of her tyres when the car was returned. It's to be expected that some degradation of tyres may well take place when the car is not in use. This is unfortunate, but I've also noted that an MOT test dated 23 January 2023 (shortly after Miss M got the car back) is recorded as a pass with three tyres close to the legal limit. The car then failed an MOT in August 2023 because of a front light not working, but then passed once that fault was rectified. I won't be requiring Admiral to do anything further in relation to this point about the tyres.

Miss M has said that since she got the car back she's been unable to drive it at times and it's had to stay parked up. But the MOT records show that between the January and August MOTs, the car travelled seven thousand miles. This doesn't support what Miss M has said about the car sitting *'rotting on her drive way'*. I note Miss M's recent comments about selling the car, but I find it less likely that the new owner covered 7000 miles from getting the car in June (and arranging the repairs she's suggested) and the MOT in August. On balance, I find that a fair proportion of the mileage increase between January and August will likely have taken place before she sold the car.

Miss M says that the car should have been written off. But that would be a decision for Admiral to make and I've not seen sufficiently persuasive supporting evidence that they've acted unfairly in not doing so.

The offer made

Admiral made the following offer in their final response letter:

“£350.00 for distress and inconvenience caused.

- £50.00 for delay in dealing with your complaint.*

- £100.00 as a gesture of goodwill to cover the cost of a professional valet*

- £100.00 cash in lieu to cover cost of repairing the issue with the nearside front wing plastic liner, which was picked up during the independent assessment (if this does not cover the cost, please let us know)”*

I find that the £350 offered doesn't go far enough to recognise the impact of their actions of Miss M. I increase this compensation to £450. This will mean a total of £700 compensation for Miss M.

My previous intended direction

Any direction I set must be workable in reality. The previous impact on Miss M of the multimedia unit not working was she didn't have it functioning in her car. I've increased the compensation for trouble and upset caused by Admiral's actions.

With the new information she's told us about (selling the car), the impact is different as she alleges that this issue (along with the other car issues she's described) meant she had to sell the car for less than market value.

As it seems unlikely Admiral will now be able to inspect or rectify the multimedia unit issue (due to the sale of the car Miss M has told us about), Miss M would need to show Admiral sufficiently supporting evidence that, as a *direct result* of the multimedia unit issue she had no option other than to take a lower selling price for her car and suffered a direct, consequential loss.

Ultimately, the sale Miss M has told us about is a complaint event or further loss *after* the date of her final response letter and referral to our Service. Therefore it would need to be raised as a new issue with Admiral.

Putting things right

For the reasons explained above, my direction is limited to Admiral Insurance (Gibraltar) Limited needing to pay Miss M an additional £100 compensation in recognition of how they handled this claim. This means a total of £700 compensation including any sums already paid.

My final decision

My final decision is that I partially uphold this complaint. I direct Admiral Insurance (Gibraltar) Limited to follow my direction as set out under the heading 'Putting things right'.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 8 January 2024.

Daniel O'Shea
Ombudsman