

The complaint

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

What happened

The subject matter of the claim and the complaint is a sports utility vehicle, made by a premium-brand car-maker and first registered in 2005. It has a large engine. It also has a panoramic sunroof consisting of two glass panels.

For the year from October 2022, Mr M had the car insured on a comprehensive policy with Admiral. The policy schedule said that he kept the car overnight on the street.

In early December 2022, Mr M reported that there were cracks in the second panel of the sunroof.

Much of the complaint is about acts, omissions and communications by Admiral's glass company. Insofar as I hold Admiral responsible for them, I may refer to them as acts, omissions and communications by Admiral.

By 10 January 2023, Mr M had complained to Admiral that he was still waiting for its glass company – and in the meantime rainwater had damaged the car's interior.

On about 11 January 2023, Admiral left Mr M a voicemail message saying that the glass company would fix the damage inside the car.

By a final response dated about 24 January 2023, the glass company apologised for delay and poor communication.

By a response dated 17 May 2023, the glass company reiterated its final response.

By a final response dated late May 2023, Admiral said that the voicemail had been incorrect. Admiral said it was sending Mr M a cheque for £200.00.

Mr M brought his complaint to us in June 2023. He hadn't cashed the cheque.

Our investigator recommended that the complaint should be upheld in part. He thought that the £200.00 compensation awarded to Mr M wasn't sufficient for the service he'd received. The investigator recommended that Admiral should increase this by £100.00 to make the total £300.00.

Admiral accepted the investigator's opinion.

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

- The replacement sunroof panel was available from the car-maker within five days.

- The glass company should've completed the work in December 2022 or, at the latest, in January 2023.
- While the vehicle has been unusable, he has incurred insurance, road tax, on- street parking fees and depreciation of the vehicle.

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 a vehicle check, I see that DVLA last issued a V5 registration document for the car in mid-November 2013. So I find that Mr M acquired the car at least that long ago.

From its MOT history, I see that the car passed a test in late October 2021 with a recorded mileage of 76,764 and another in late October 2022 with a recorded mileage of 77,203. So it had covered less than 500 miles in the intervening year. The MOT history shows that the car hadn't been used much since October 2021, long before Mr M contacted Admiral about the problem with the sunroof.

Admiral's policy terms included the following:

"Cover for your windscreen

If there has not been any other loss or damage, we will pay to:

- ☐ *Repair or replace broken glass in your vehicle's windscreen, window or sunroof*
- ☐ *Repair any scratches on the bodywork caused by the broken glass*

If we need to replace any glass, we may use glass which is not provided by the vehicle's manufacturer but is of a similar standard and quality. If there is no glass available and it cannot be reasonably sourced, we will pay the cost shown in the manufacturer's latest price guide, together with reasonable fitting costs.

When required, we will also cover the costs to recalibrate your vehicle's ADAS (Advanced Driver Assistance System) after the replacement of your windscreen."

Mr M already had a problem with the sunroof when he contacted Admiral. That's why he contacted Admiral.

There was cracking in the glass panel. It was winter and the car was parked outside. So there was an obvious and imminent risk that water would get inside the car (if it hadn't already).

Mr M told us the following:

"I have been unable to use my car since 5 December 2022 when I first noticed the sunroof damage..."

I accept his statement that he didn't use the car after 5 December 2022.

Mr M didn't feel able to take steps to prevent water ingress (for example by putting a tarpaulin over the roof) even after he realised that water was damaging the car.

I don't condone Admiral's delay or poor communication. And I don't condone the voicemail message. It was incorrect.

Mr M's complaint form says that in late January 2023 he contacted the car-maker (or one of its franchised dealers) who said a replacement panel could be available within five days. So I don't consider that no glass was available, or that it couldn't be reasonably sourced.

I haven't seen enough evidence from the car-maker to show that the part was available in December 2022 or January 2023 on as little as five days' notice. In any event, five days outside in the winter would still have represented an obvious and imminent risk that water would get inside the car (if it hadn't already).

Mr M's complaint form included the following:

"on 18 April 2023 [the glass company] called to make an appointment for the sunroof repair but again would not accept responsibility for any repairs as a result of the long delay. I refused to make an appointment and again asked them to contact Admiral for instructions in accordance with Admiral's voicemail in January"

From that, I find that Mr M turned down the opportunity of having the glass company make the sunroof watertight in April or May 2023.

From its MOT history, I see that the car passed a test in late October 2023 with a recorded mileage of 77,250. So it had covered less than 50 miles since October 2022. And from what Mr M has said, those miles were covered between October 2022 and 5 December 2022.

I've weighed all this up. I find it likely that there were other reasons why Mr M hadn't been using the car much. I don't consider that Admiral caused the problem with the sunroof or the consequence of water getting into the car. I consider that – in addition to contacting Admiral – Mr M should've acted in early December 2022 to prevent water damage or further water damage.

So, notwithstanding Admiral's delay and poor communication and the voicemail message, I don't find it fair and reasonable to hold Admiral responsible for the water damage to the car. It follows that I don't find it fair and reasonable to hold Admiral responsible for the costs Mr M incurred in keeping the car on the road while he was unable to use it.

Putting things right

I don't under-estimate the inconvenience and upset Admiral's delay and poor communication caused Mr M. However, Admiral tried to put things right with its cheque for £200.00.

The investigator recommended a total of £300.00, and Admiral agreed. I'm satisfied that £300.00 is at least as much as is fair and reasonable in line with our published guidelines.

My final decision

For the reasons I've explained, my final decision is that I uphold this complaint in part. I direct Admiral Insurance (Gibraltar) Limited to pay Mr M – insofar as it hasn't already paid him - £300.00 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 15 January 2024.

Christopher Gilbert
Ombudsman

