

The complaint

Mr and Mrs J have complained about their car insurer Admiral Insurance (Gibraltar) Limited regarding poor repairs completed to their vehicle, including how Admiral proposed to resolve the same.

What happened

Admiral was repairing Mr and Mrs J's car in January 2022 and subsequently returned it to them. They found the door wouldn't shut properly, there was a noise whilst driving and a fan wasn't working. They told Admiral of their concerns, and also that the garage had asked them to pay £550 as their excess, when their policy said £500.

An independent engineer (IE) was appointed by Admiral to check the car. It was found the door would shut if lifted – but it needed adjusting, that the noise was likely from a panel which was slightly out of line – which would also need adjusting. The IE recommended that Admiral's original repairer should complete the work which Mr and Mrs J initially agreed to. But regarding the fan the IE did not think that was related to the accident or repairs, so he didn't recommend the garage fix it. Regarding the excess Admiral noted the garage had asked for the wrong amount. Admiral wrote to Mr and Mrs J confirming its findings in a final response letter dated 15 February 2022. It said it would pay them £110 compensation which included £10 for the cost of calls they'd made.

Mr and Mrs J remained unhappy about the decision regarding the fan. And they were no longer prepared to give the garage a chance to repair the other aspects. Admiral wrote to them in early March 2022, noting it was still providing them with a hire car – but that without the repairs progressing, that would have to be withdrawn. Mr J learnt on the afternoon of 31 March 2022 that he was expected to return the hire car by the end of that day. Mr J spoke to Admiral on 31 March 2022. By the end of the conversation he was very upset and felt Admiral's operative had intimidated and bullied him. During the conversation he explained that they'd asked Admiral to arrange another repairer to rectify the poor work of the initial garage. Admiral said the garage should have a chance to resolve the problems. The hire car was extended over the weekend.

Mr and Mrs J subsequently raised a further complaint about Admiral's refusal to provide an alternative repairer, the phone call with Mr J and the effect it had on his health, the short notice and subsequent removal of the hire car resulting in their incurring costs for taxis because their car was unsafe to drive, and Admiral's lack of reply to their letters. Admiral answered their concerns in a final response letter dated 13 June 2022. It accepted that its request on 31 March for return of the hire car that day came with too short notice. But it maintained it was fair, in the circumstances, for it to have been withdrawn. Admiral felt the call handler on 31 March had sometimes talked over Mr J and confirmed feedback would be given. It acknowledged that two letters had not been replied to, explaining this was due to service demands it had been facing. It offered £225 compensation for the upset caused, including £25.00 for its delays in dealing with Mr and Mrs J's complaint. But it said the car was safe to drive and that it had been trying to arrange its repair. So it wasn't minded, at that time, to consider their losses incurred since the hire car was withdrawn in March 2022.

Admiral felt it couldn't comment on Mr J's health. Mr and Mrs J complained to the Financial Ombudsman Service.

Whilst their complaint was being considered Mr and Mrs J continued to correspond with Admiral – although it did not always respond as they'd like. When our Investigator reviewed the complaint, she explained that she could only take the complaint into account as up to the final response of 13 June 2022.

In respect of what had happened until June 2022, our Investigator felt Admiral had responded reasonably to the repair issues. She also felt it had adequately compensated Mr and Mrs J for their upset caused by its service failings. So she didn't uphold their complaint.

Mr and Mrs J said it wasn't appropriate that Admiral had ignored their requests for a copy of the call on 31 March, or to send their policy documents. They remained unhappy both about their contact with Admiral after June and for having been without their car for so long. They felt aggrieved that this all stemmed from the initial repairer doing poor work, returning their car in an unsafe state. With Admiral not responding to their emails and not making a reasonable offer of an alternative repairer to fix the car until September 2022. They noted their financial losses had not been compensated for.

Our Investigator provided a copy of the call recording and their policy documents to Mr and Mrs J. She confirmed the scope of this complaint, that Admiral's initial offer to have the original repairer fix the problems it had caused was in-line with what she'd expect it to have done and that she felt that the total compensation paid was fair. Mr and Mrs J's complaint was referred for an Ombudsman's review.

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, with regret for the further upset I understand this will cause Mr and Mrs J, I'm not upholding their complaint. My scope of review is limited to what happened up until 13 June 2022. So I won't be commenting on how the issues at the heart of this complaint moved on after that point, or how Admiral handled things at that time, including concerns raised by Mr and Mrs J that it delayed things further. Also, I note our Investigator has provided the call recording and policy documents to Mr and Mrs J. I'm aware that they're unhappy that Admiral didn't provide these to them but with the policy documents at least, their request for copies came after they'd complained to us. They had asked Admiral for a copy of the call before it issued its final response and it isn't clear to me why Admiral didn't provide this – the request wasn't dealt with in its final response letter. But call recordings are usually subject to data protection requirements – so if Mr and Mrs J think Admiral should have provided a copy and didn't, they may like to refer this concern to the Information Commissioner's Office.

Clearly Admiral's garage should have taken care to properly repair Mr and Mrs J's car and return it to them without any outstanding repair issues. It's unfortunate that didn't happen here. But when the repair issues were raised with Admiral, in my view, it acted reasonably in response to try and resolve them. It appointed an engineer to assess the car and then acted on the expert consideration and recommendation received.

I know Mr and Mrs J have since rectified the fan themselves. But I know they were initially unhappy with Admiral's refusal to repair it. I can understand their frustration at that time but I think Admiral reasonably relied on the engineer's expertise in this respect.

I appreciate that the bodywork issues caused Mr and Mrs J a good deal of worry. But I see that at the point a further repair by the original garage was initially agreed, they did have the benefit of a hire car for use. I understand that Mr and Mrs J ultimately felt unhappy to allow that original repairer a chance to resolve the faults. But that is often how insurers like to approach repair issues in the first instance. It does help to ensure consistency and that no delays or other issues arise by trying to refer unfinished or poor quality work to someone else to resolve. I'm persuaded that, here, it was fair for Admiral to look to resolve the repair issues in that way, and I'm mindful its policy allows for it to do that too.

I realise that when Admiral withdrew the hire car, this left Mr and Mrs J feeling they had no choice but to use taxis to get around. But, Admiral, based on the repair advice of the engineer, didn't believe the car was unsafe to drive. And, importantly, it had put forward a reasonable option for resolving the repair issues – having the garage fix them. Because Admiral had put forward a reasonable proposition for resolution, any costs incurred as a result of that not being taken up by Mr and Mrs J, can't reasonably be laid at its door. I'd emphasise here that I know some things changed after the June 2022 final response letter, and there are concerns that in this later period there were communication issues and delays. Nothing I've said about costs incurred here relates to any failures that might have occurred in that later period (which I am not considering). If Mr and Mrs J think they've incurred costs after 13 June 2022, on account of failures by Admiral during that period, those concerns can form part of a further complaint.

I understand that dealing with the ongoing repairs and having the call with Admiral on 31 March 2022 has caused Mr J in particular great upset and affected his health. It's truly unfortunate that this has been so difficult for Mr J. But I do think Admiral responded to the repair concerns, as I said above, reasonably. I think it also did that in a timely manner – being made aware of the problems at the end of January 2022 and having offered to resolve them by mid-February 2022. I understand that Mr and Mrs J think the call on 31 March 2022 involved intimidation and bullying. Having listened to the call it is clear to me that towards the end Mr J has become frustrated and distressed. And, as noted by Admiral, the call handler did often talk over Mr J. I can see why he said to her that he needed to have a chance to say his piece. But I'm not persuaded there was any intimidation meant or that the handler was bullying Mr J. Clearly both were talking at odds with Mr J feeling their concerns about using the original repairer were justified and the handler seeking to explain why this was not the case. Mr J was very distressed when the call ended and I'm sorry he felt so badly but, in my view, Admiral's call handler didn't cause that by acting unprofessionally as suggested. Having heard the call and how it ended, I accept that Mr J's health has likely suffered during all of this. But, as with Mr J feeling intimidated and bullied during the phone call, and in light of all my findings here, I also find I can't fairly blame Admiral for that.

There were some service failings by Admiral during this period which I am considering. As noted, the garage tried to charge too much excess, Admiral withdrew the hire car at too short notice, its call handler spoke over Mr J and it didn't respond to some communication from Mr and Mrs J. Of course there was also inconvenience caused when, with them having identified repair issues with their returned car, Admiral had to assess it. It paid them compensation of £300 in total for the upset caused. Admiral also noted a delay in responding to their complaint, paying £25 and felt it appropriate to pay them £10 for call costs. Taking everything into account, I think Admiral's settlement in these respects is fair and reasonable.

My final decision

I do not uphold this complaint. I don't make any award against Admiral Insurance (Gibraltar) Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J and Mrs J to accept or reject my decision before 25 August 2023.

Fiona Robinson
Ombudsman