

The complaint

Mr A complains that Admiral Insurance (Gibraltar) Limited (Admiral) handled the repair of his car poorly, following a claim he made for accident damage under his motor insurance policy.

What happened

In June 2022 Mr A was involved in a collision when driving his car. He made a claim to Admiral. It then arranged for his car to be collected and repaired. Mr A says there was a delay in a courtesy car being provided. When it was it was, it was very small and unsuitable for his needs. He says it took until the end of September to complete the repairs. This was due to many delays on the part of the repairer Admiral appointed.

Mr A says he had to contact and visit the repairer numerous times. He was given inaccurate information as to the status of the repairs. He was told the wrong parts were ordered causing delays. Mr A says there are numerous issues with the repairs, including defects with the paint and bodywork. He also says an alloy wheel wasn't repaired. Mr A says the problems experienced with the repairs, and the time taken have caused him distress.

In its final complaint response Admiral says its repairer didn't have a courtesy car available. It says it provided an alternative and paid £50 compensation for the five-day delay in arranging this. It says the availability of parts has been a significant issue in the industry. This has meant components being on 'back order' for a considerable period of time.

Admiral says the supplier estimates for when parts would arrive, wasn't always accurate. It says this wasn't always well communicated to Mr A, and it paid him compensation for this.

Admiral says an independent assessor was instructed to inspect the repair works. This was to take place at his home address. It says the assessor hasn't had a response from Mr A. This meant it hasn't considered his concerns about the repair quality further. Admiral says it wrote to Mr A in December 2022 to ask if he still wanted an inspection. It says it hasn't received a response.

Mr A wasn't satisfied with Admiral's response and referred the matter to our service. Our investigator didn't uphold his complaint. He says communication from Admiral's garage was poor. But Admiral had apologised and paid compensation, which he thought was fair. He says delays were caused by parts on back order, which was outside of Admiral's control. Our investigator says a courtesy car provided was in line with its policy terms.

Mr A didn't think this was fair. He says Admiral's repairer ordered incorrect parts, which added to the delays. He says he was without his, much larger, car for a long period, which was very inconvenient. He spent a lot of time contacting the repairer and Admiral and had to take time out of his work to do this. He doesn't accept the compensation paid is fair. Because of this he asked for an ombudsman to consider his complaint.

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 A's complaint. I understand he's had a poor experience with this claim and I'm sorry to disappoint him. But I will explain why I think my decision is fair.

Mr A's car was damaged on 5 June 2022. I can see from the claim records it was collected promptly. However, the repairing garage had no courtesy car it could provide. Mr A's policy terms, under the damage repair section, state the following,:

"Our approved repairers, or another company instructed by [Admiral] will:

- *arrange collection and re-delivery of your vehicle*
- *give you a courtesy car while your vehicle is being repaired."*

And:

"The courtesy car is not intended to be a like for like replacement for your vehicle. It will typically be a small hatchback."

A courtesy car wasn't available from the repairer. In place of this Admiral arranged for a car to be provided from a hire company. This was a small hatchback. I note Mr A's comments that this was much smaller than his car. He says it wasn't comfortable given his height and wasn't suitable for longer journeys. Although I acknowledge his comments, there is no requirement for Admiral to provide a larger car under Mr A's policy terms.

The claim records show Admiral did try to assist Mr A. It agreed to provide a different car that was slightly larger. Albeit this was still smaller than Mr A's car.

In the circumstances I think Admiral behaved reasonably. It paid £50 for the five days Mr A was without a courtesy car, after his car was collected. I think this was fair. We usually ask an insurer to pay £10 per day to compensate for the loss of use of a vehicle, when this is the insurer's fault. So, I think it treated Mr A fairly here.

I've read the claim records in detail. It took from 5 June 2022 until 30 September to repair Mr A's car. So around four months. There are a number of references to parts being on back order. The first reference is on 1 August. I can see varying dates were given to Mr A for when it was estimated these would arrive. The records show that Admiral considered other options to obtain parts more quickly, including the use of used parts. I think this was reasonable. But it does appear that the main delay issue was the lack of availability of the spare parts needed to complete the repair.

I acknowledge Mr A's comments that Admiral's repairer told him it had ordered the wrong parts. This was in relation to the front grill/bumper. He says this happened several times. When the correct parts were received, it was then found that the surrounding trim should've been ordered and hadn't. This caused further delays.

I can't find reference in the claim notes that shows the repairer ordered the wrong parts. A record dated 12 September 2022 says the wrong, *"Grille, grille badge, Adas unit & bracket have been supplied"*. This doesn't say incorrect parts were ordered, but that the wrong parts were supplied. In its submissions to our service Admiral has referred to a record from 12

September that it says references an incorrect part that was ordered. However, this isn't what the records show.

I don't dispute Mr A's comments about what the repairing garage told him. Its possible parts were incorrectly ordered. However, I can also see that there were other parts on back order that were needed to complete the repairs.

Mr A says he visited the repairing garage 16 times. I note his comments that he is very attached to his car. However, I don't think Admiral is responsible for paying the costs he has claimed for these trips. The business acknowledges communication wasn't always of a good standard. This is supported to some extent by the claim records. But I can't see there was a requirement for Mr A to travel to the garage, this often. This was his choice.

In his correspondence to our service Mr A says Admiral should refund the insurance premiums he paid whilst his car was off the road. I've looked at his policy terms to see what is expected in these circumstances. The policy terms say:

"If a claim has been made during the period of insurance, you must pay the full premium and no refund will be given."

As Mr A made a claim he is required to pay his annual premium in full. So, I don't agree that Admiral should provide a refund.

I've thought about Mr A's comments that he made finance payments on his car, whilst it was being repaired. I don't think Admiral is responsible for Mr A's finance payments. I do think he is due compensation for the overall claim handling experience he had. But this doesn't include a refund of his car finance payments. This was always Mr A's responsibility to pay.

Similarly, I don't agree that Admiral is responsible to pay Mr A an amount to cover the depreciation in value of his car. Admiral's role was to arrange the repair of his car following his accident. I think some compensation is appropriate for the poor claims experience. But Admiral isn't responsible for depreciation in the value of Mr A's car over the repair period.

Mr A says the garage failed to carry out a repair to one of his alloy wheels. He says he arranged his own repair at a cost of £200. I can't see that he referred this point to Admiral in his complaint. He should contact the business and ask it to consider this cost as part of his claim. If he's not satisfied with its response he can of course submit a complaint. But under the Financial Conduct Authority (FCA) DISP rules the complaint must first be made to the business. So, I can't consider this point here.

Mr A says he highlighted a number of paint and body work issues when he visited his car at the main dealer. This was towards the end of September 2022. I understand the main dealer was tasked with re-gassing the air conditioning in Mr A's car as part of the repairs. It was in response to Mr A's concerns that Admiral arranged for an independent assessor to inspect the repairs. The claim records show the assessor tried to contact Mr A on 19 and 25 October without success. The records also show Admiral wrote to Mr A to ask if he still wanted the repairs to be inspected. I can't see that he responded.

If Mr A remains concerned about the quality of the repairs Admiral arranged – he should contact it to arrange for an inspection. I think it's reasonable that the business offered to inspect his car. But unless Mr A agrees for this to happen, it can't reasonably consider the matter further.

Having considered all of this I think Mr A has experienced delays, and poor communication over the four-month period his car was with Admiral's repairer. This has caused him distress

and inconvenience when emailing and phoning to chase progress. In these circumstances I think it's fair that Admiral pays Mr A compensation.

I didn't think it was clear from the records how much compensation Admiral had paid. I asked it to clarify this point. I've now seen a screen print from Admiral's claim system that shows a total of £450 has been paid to Mr A. £50 of which relates to the loss of use payment, for the five-day delay in providing a courtesy car. If Mr A hasn't received all of this amount, or hasn't banked a cheque payment, he should raise this with Admiral, so this amount can be paid in full. But based on this evidence and these circumstances, I think £400 compensation and £50 loss of use payment, is fair.

In summary, I don't think Admiral treated Mr A fairly given the poor communication and level of delay he experienced. But it has paid a fair amount in compensation to acknowledge these points. 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 A to accept or reject my decision before 16 October 2023.

Mike Waldron
Ombudsman