

The complaint

Miss C complains about the poor work done by the approved repairer used by EUI Limited (trading as Admiral Insurance) when she made a claim on her motor insurance policy, plus EUI's poor general service and delays.

What happened

Miss C's car first went to the approved repairer on 8 February 2021. It was returned three times for rectification. In March 2021 the car was assessed by a dealership garage, which found that one of the remaining issues was accident or repair related. Miss C then reported an issue with the car's front wheels. EUI offered her £100 compensation for distress and inconvenience in its final response letter of 11 May 2021. It also asked an independent engineer to review the car.

The independent engineer issued a report on 1 June 2021. He found a dozen accident or repair-related faults with the car. EUI and Miss C struggled to find a dealership garage that would carry out rectification work, but 'firm B' agreed to do it in late June 2021. Firm B found more faults – but there was then a delay with authorisation of the work until 2 August 2021, causing Miss C to have to chase firm B, the independent engineer and EUI. Parts had to be ordered, and the work wasn't signed off by the independent engineer until 11 October 2021. Shortly after Miss C got the car back, a warning light appeared - and she also found a nail in one of the tyres, which had to be replaced.

In its second final response letter dated 22 November 2021, EUI agreed that the approved repairer's work was poor, and that Miss C had to chase it for updates often. It accepted that it had given the independent engineer the wrong details of how to access the car, which caused a delay. EUI also accepted that Miss C had to make many calls to the various parties that shouldn't have been necessary - and that she was given a contact number for it that didn't work. It offered her a further £200 compensation, plus £25 for the cost of calls. It also offered to refund £257 for the new tyre she'd bought. And it said if the warning light error wasn't a warranty issue it would review it.

Miss C wasn't happy with the offer, so one of our investigators reviewed her complaint. She thought EUI should pay Miss C a further £700 for distress and inconvenience, making £1,000 in total. She said Miss C had been told that one of EUI's managers would assist her, given the previous poor communication on its part, but that didn't happen. So Miss C had to continue to chase for progress. And although she was given a hire car, the investigator thought she'd still faced a lot of inconvenience, plus the loss of the use of her prestige vehicle over a period of nine months, whilst paying finance and other costs on it. EUI agreed that extra compensation should be paid. It offered a further £400. As Miss C wasn't happy with that, the complaint was passed to me for 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.

EUI hasn't disputed that Miss C faced a great deal of distress and inconvenience over a long period, or that much of it was caused by the repeated poor service provided by its approved repairer. The continuing poor communication and errors on EUI's part – which it has also accepted – only added to Miss C's frustration and upset. EUI has tried to put matters right by offering Miss C compensation, but taking everything into account, I think a further sum for distress and inconvenience would be appropriate.

I've taken into consideration that Miss C wasn't without a car during the nine-month period before the repairs were finally signed off – and that EUI gave her the benefit of the doubt when refunding the cost of the tyre. I know Miss C's unhappy that she's had to pay all the costs associated with her car, despite not having the use of it. But the car had to be taxed and insured throughout the period (and the replacement cars Miss C drove were taxed and insured). The GAP insurance on her car had to be paid in case it was written-off during that time. And the cost of the car's lease wasn't due to any failing on EUI's part. I don't think it can be held responsible for any of these costs.

Miss C would always have been without her car for some time, purely as a result of the accident. There was a fair amount of damage, and parts had to be ordered. A referral to a dealership garage would always have been necessary, as checks had to be done there. I think Miss C is unlikely to have had the car back quickly even if all had gone well. And she would always have faced the general inconvenience that's unavoidable when a claim is made and repairs are necessary. But I think Miss C's car was away from her for much longer than can be justified. I think she faced far more than an average amount of distress and inconvenience from that, and from the poor service she got from the repairer and EUI.

In my opinion, the sum awarded in compensation should first of all reflect the time and effort Miss C put in by chasing the various parties in an attempt to progress the claim. Having seen all the notes and correspondence, I think it's understandable that she felt she was managing the claim herself. I think Miss C was hugely disappointed and frustrated by the poor service from the approved repairer and EUI, and later by not getting the promised help from EUI. I think she felt exhausted from having to 'battle on' for so long. And naturally she was upset by the loss of enjoyment of her car for such a protracted time.

£1,000 is a substantial sum in compensation, but I think it reflects the fact that Miss C faced a substantial amount of distress and inconvenience. The investigator said EUI had already offered her £300, so a further £700 should be paid. But insurer B's file shows that after EUI offered Miss C £100 in its first final response letter, it offered her a further £100 (£50 for a failing in its process, plus £50 for poor case handling) on 19 May 2021. If that's correct, EUI has already paid Miss C £400, and it will be able to provide evidence of that. If so, EUI should pay a further £600 to Miss C to make up the £1,000 compensation payment.

My final decision

My final decision is that I uphold this complaint.

I require EUI Limited (trading as Admiral Insurance) to pay Miss C £1,000 in total for distress and inconvenience – so a further £600 if it can show Miss C that it paid her the £100 it offered her on 19 May 2021 - or a further £700 otherwise.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 19 April 2022.

Susan Ewins
Ombudsman

