

The complaint

Mr and Mrs C have complained about repairs completed by their motor insurer Admiral Insurance Company Limited following vandalism of their car (involving petrol being poured into its interior).

What happened

In April 2021 a vandal smashed the passenger window and poured petrol into Mr and Mrs C's car. Admiral took it for repair, during which there was some unavoidable delay whilst waiting for parts. Mr and Mrs C had a courtesy car, but it wasn't the same as their car and they were pleased to be told, about two months after the incident, that their car was ready to be returned to them. However, when they got it back, they noticed the repairs were incomplete, and the car still smelled heavily of petrol. They got a test kit and showed Admiral there were high levels of contaminants in the car.

After a delay of nearly two months, Admiral then agreed to take the car back and paid Mr and Mrs C £50 for the upset caused. The car was then with Admiral's repairer until November 2021. Admiral provided them with a larger car over this period than they'd been given before – but Mr and Mrs C still felt it wasn't like their car.

By November 2021 Admiral's independent assessor had checked the car. And based on his report that the car was safe, Admiral returned it to Mr and Mrs C. They asked how it had been ascertained that the car was safe. They expected it to have been tested in a similar way that they had tested it before. Admiral sent them a copy of the assessor's report – which explained he had sat in the car for a while and couldn't smell petrol. They were disappointed and worried. They complained again to Admiral. In December 2021 Admiral said it accepted the assessor's report wasn't sufficient and it would take the car back for further testing.

Mr and Mrs C had already complained to us by this time and they updated our investigator with this latest development. Our investigator reviewed their complaint, taking into account everything that had happened to the point of Admiral's contact in December 2021. She felt that Admiral should pay Mr and Mrs C a further £300 compensation. She also felt that when Admiral takes the car back again, it should use a different repairer.

Admiral agreed to that. But Mr and Mrs C were disappointed.

Mr and Mrs C said they were pleased the investigator agreed with the fact that Admiral had acted unfairly and caused unreasonable delays to their claim. Along with the recommendation for a different repairer to be used. But they said they were disappointed that our investigator felt that all of the upset and significant worry caused by Admiral's actions only warranted compensation totalling £350. They said they felt around £3,000 would be fair and reasonable in the circumstances – it would reflect what they'd paid on their finance agreement for their car during that period when they hadn't been able to use it. When our investigator wasn't minded to change their view, the complaint was passed for an ombudsman's consideration.

I felt that Admiral had failed Mr and Mrs C twice, and that a total of £750 was fair and reasonable compensation for the upset caused to them to the point Admiral said, in December, it would take the car back for further testing. I further felt that the car should go to a different garage and the tests should be completed by someone suitably qualified and experienced to ensure the car is free from contaminants and safe, with Mr and Mrs C being provided with a car similar to theirs, for the duration their car is away. So I issued a provisional decision to explain my views on everything to both parties.

Mr and Mrs C said they were pleased to see their safety had been carefully considered, and they were willing to accept the increased compensation amount. Admiral said it disagreed with the compensation because it had been offering to further test the car since December 2021. It said it was around this time that the investigator suggested £300 compensation was due and it agreed that was a fair figure – the three months of delay since then had occurred because Mr and Mrs C hadn't responded to its offer.

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.

I said provisionally:

"I don't intend to set out lots of detail in my findings here. Essentially this comes down to the fact that Admiral failed to complete repair properly in the first instance. And then when it agreed to review that, it returned the car to them for a second time without, as it has admitted, ensuring adequate checks were done.

When Admiral took the car back the first time, it was away for around four months. Admiral did provide an alternate car for Mr and Mrs C during this time – but they've explained this wasn't ideally suited to their needs. And if Admiral had done repairs properly in the first place they wouldn't have been having to 'make-do' with an alternate car at this time, they'd have been using their own car. Admiral's failure denied them the use and enjoyment of their own car. And I'm not surprised that their car being away for so many months was otherwise worrying for them.

Admiral's second major failing then was to return the car back to them without having ensured proper checks were done. And at the point of return Mr and Mrs C even asked for assurances as they wanted to know, not unreasonably, that everything was now safe. Admiral's answer at this point seems to have been to return the car. Which I understand left Mr and Mrs C feeling they had no choice but to trust Admiral was right. I can understand that it was then extremely worrying and distressing for them to get Admiral's communication about a month later which said the tests completed had not been in-depth enough. I see Admiral tried to caveat that with an assurance that this didn't mean the tests were wrong and it stood by the fact the car was safe. But I don't think that caveat is particularly persuasive – because if the tests were not in-depth enough there is no way to know if the assessor's 'best guess' was correct. And I can see no good reason why more scientific tests weren't completed. Especially given the car had already been returned once and evidence had been submitted showing there were unusually high levels of contaminants present (albeit that was several months previously). I totally understand Mr and Mrs C's frustration in this respect.

As I noted above, I don't think £350 compensation is sufficient in the circumstances to make up for all of the upset Admiral caused. I think Admiral should pay Mr and Mrs C a total of £750.

I know Mr and Mrs C feel compensation should be tracked more against the payments they've been making on their finance agreement (around £3,000 in the period in question). But we don't award compensation in that way. That's because each finance payment Mr and Mrs C made was to pay a contribution towards the value of the car. And each of those repayments went towards securing the car as their personal asset. So I don't think it's reasonable to expect Admiral to contribute towards those costs, as that's not something their policy covers. And, Mr and Mrs C had a courtesy car. So while they would have lost the enjoyment of their own car they were still mobile. I'm satisfied that my award of £750 reflects their significant worry and inconvenience suffered over several months, and is in line with other awards made by this service in similar circumstances.

My final note is on repairs. Admiral has agreed to take the car back and our investigator said further checks and repairs should be done by a different garage. I agree that is reasonable – the policy allows for it and, even if it didn't, I'd be minded to require it in this instance. I'd add though that a different expert should also be used to check the car before returning it, ideally one suitably qualified and experienced in testing for contaminants.”

In response to my findings, Admiral has argued that £750 compensation is too much because it has been looking to put this matter right since December 2021. I agree that it did make some overtures to Mr and Mrs C in December 2021 in this respect. But if Admiral reviews my findings it will see that I did not award compensation due to upset caused since December 2021. Therefore, its argument in this respect has not changed my view as provisionally stated.

And Mr and Mrs C have accepted my award. As such I remain of the view that for the upset Admiral put them through in the months before December 2021, because it failed to properly and satisfactorily complete the repair of their car in a timely manner, a total of £750 compensation is fairly and reasonably due. My award of other redress hasn't changed either.

Putting things right

I require Admiral to:

- Collect Mr and Mrs C's car for further testing, having provided them with a car similar to theirs for the duration of time their car will be away.
- To take their car to a garage, not the one used before on this claim, for checks and testing. A suitably qualified and experienced assessor should be appointed to complete final tests on the car to ensure it is free from contaminants and safe.
- Pay Mr and Mrs C a further £700 compensation (making the total paid £750).

My final decision

I uphold this complaint. I require Admiral Insurance Company Limited to provide the redress set out above at “*putting things right*”.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs C to accept or reject my decision before 9 May 2022.

Fiona Robinson
Ombudsman

