

The complaint

Mr H complains that Admiral Insurance Company Limited mishandled his claim on his motor insurance policy.

Where I refer to Admiral, I include claims-handlers, repairers and others insofar as I hold Admiral responsible for their acts or omissions.

What happened

For the year from June 2021, Mr H had an Admiral policy. It covered him as policyholder. It also covered two friends as named drivers, one of whom was a Mr L.

Mr H reported that – after Mr L had driven it - someone had stolen his car on 15 September 2021.

Later in September 2021, police found the vehicle - with some damage.

From mid-November 2021, Mr H complained to Admiral about poor communication and delay in progressing the claim and providing a courtesy car.

It wasn't until 3 December 2021 that Admiral authorised repairs. From 8 December 2021 Admiral provided a courtesy car. Mr H got his car back in early January 2022.

By a final response dated 4 January 2022, Admiral upheld the part of Mr H's complaint about communication and paid him £50.00 compensation.

On 5 January 2022, Mr H sent an email to Admiral, replying to the final response. On the same day, Mr H brought his complaint to us.

our investigator's opinion

Our investigator recommended that the complaint should be upheld in part. She didn't think that Admiral had caused any significant delays in authorising the repairs. But she thought that there had been some failings in customer service. Our investigator recommended that Admiral should:

1. provide Mr H with a further £100.00 compensation for inconvenience and upset; and
2. update their systems to show his name correctly capitalised.

my provisional decision

After considering all the evidence, I issued a provisional decision on this complaint to Mr H and to Admiral on 11 May 2022. I summarise my findings:

As regards the complaint about capital letters, Admiral responded to us and later agreed to the investigator's recommendation. Mr H hadn't responded to the investigator's recommendation. So I would endorse the recommendation that Admiral should update its records.

I was satisfied that Admiral investigated the claim within a reasonable time. Keeping in mind the terms of the policy, I was satisfied that it also provided a courtesy car within a reasonable time.

So I didn't find it fair and reasonable to direct Admiral to pay Mr H compensation for inconvenience, travel costs or loss of earnings from mid-September 2021 to 8 December 2021.

There were times when Mr H had to ask Admiral for updates. And I'd seen from his emails that this was causing him extra inconvenience in having to contact Admiral and others. I'd also noted that he felt belittled at an already difficult time for him.

As this went on for about three months, I didn't consider that Admiral's payment of £50.00 or the investigator's recommendation of a further £100.00 were enough.

Subject to any further information from Mr H or from Admiral, my provisional decision was to uphold this complaint in part. I intended to direct Admiral Insurance Company Limited to:

1. pay Mr H – in addition to the £50.00 already paid - a further £200.00 compensation for distress and inconvenience; and
2. update its records to show his name correctly capitalised.

Mr H has commented on the provisional decision as follows:

- Admiral was sent the key and tracking device on the 17 September 2021 along with all relevant paperwork and therefore had plenty of time to make enquiries of the key.
- The police wished to gain access to the vehicle for forensics and were going to smash the window to gain entry. He objected to this and arranged with the insurance company on or around 29 September 2021 for the key to be sent out.
- His vehicle was left with the franchised garage for over two weeks. This just added to the delays.
- The vehicle was taken into the insurance garage on or around 11 October 2021.
- The investigation on the key did not take place until the final stage of the case until later November / early December.
- The front grille required a repair. He collected his vehicle in early February and was informed he would be contacted once the part had arrived. He returned the courtesy car. To date, the repair has not been fully completed.
- The issue with his name continues in emails.

Admiral hasn't responded to the provisional decision.

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.

The Financial Ombudsman Service is bound by the Financial Conduct Authority's dispute resolution rules ("DISP").

The effect of one of those rules is that a consumer must first make the complaint to the financial firm and wait for up to eight weeks for a final response before we can investigate that complaint.

Mr H's email on 5 January 2022 included the following complaints:

- that Admiral should use capital letters for the initial letters of his name;
- that Admiral had mishandled the return of his documents.

I don't think that he'd made those complaints to Admiral before its final response.

When he filled in our complaint form, Mr H said that he speculated that he would've received better service if he'd used his English middle name. I don't think he'd made that complaint to Admiral before its final response.

As regards the complaint about capital letters, Admiral responded to us and later agreed to the investigator's recommendation. Mr H has shown us emails as recent as March and April 2022 in which Admiral has failed to capitalise the first letter of his first name. So I will endorse the recommendation that Admiral should update its records.

Mr H has made other complaints that he hadn't made to Admiral before its final response. That includes his complaint about the grille, which post-dated the final response and the referral to us. Admiral hasn't given us any substantive response to those complaints. So – under DISP - I don't consider that I have the legal power to investigate those complaints further at this stage.

That brings us back to Mr H's central complaints about communication and delay in progressing the claim and providing a courtesy car.

Admiral's policy didn't provide a courtesy car in the event of a total loss – only in the event that it had authorised repairs.

On about 29 September 2021, Mr H found out the location of his vehicle and told Admiral. Admiral instructed a repairer and an investigator.

Mr H wasn't able to provide DVLA check codes for all drivers until about 8 October 2021. On about 12 October, Admiral said it had done the checks.

By 20 October 2021, Admiral's investigator had interviewed Mr H.

On about 21 October 2021, Admiral received the repairer's estimate. At about the same time, Admiral contacted police to verify the crime reference number.

On 29 October 2021, Admiral had received a report from its investigator including

statements from Mr H and Mr L.

The investigator raised concerns about lack of detail from Mr L. The investigator recommended that Admiral should obtain a police report and get an expert to examine the one available key.

On 2 November 2021, Admiral sent Mr H a form for its application for a police report. At about the same time it asked its repairer for the vehicle key.

On about 17 November 2021, Admiral received the key.

After some difficulty over the form, Mr H completed it fully on 29 November 2021.

On 30 November 2021, Admiral received a report on the key. That was about a month after the investigator suggested it. I don't find it unreasonable that Admiral hadn't obtained the report on the key earlier.

As I've said, Admiral authorised repairs on 3 December 2021, and provided a courtesy car on 8 December 2021.

I've noted what Mr H has said about his vehicle's unexplained stay at the franchised garage. However, from my consideration of the timeline, I'm satisfied that Admiral investigated the claim within a reasonable time. Keeping in mind the terms of the policy, I'm satisfied that it also provided a courtesy car within a reasonable time.

So I don't find it fair and reasonable to direct Admiral to pay Mr H compensation for inconvenience, travel costs or loss of earnings from mid-September to 8 December 2021.

The theft claim inevitably involved Mr H in contact with the police, Admiral, its repairer and its investigator. From my reading of the file, I can't say that Admiral caused more inconvenience than was reasonable.

But I've seen that there were times when Mr H had to ask Admiral for updates. And I've seen from his emails that this was causing him extra inconvenience in having to contact Admiral and others. I've also noted that he felt belittled at an already difficult time for him.

As this went on for about three months, I don't consider that Admiral's payment of £50.00 or the investigator's recommendation of a further £100.00 were enough.

Putting things right

Overall I find it fair and reasonable to direct Admiral to pay Mr H – in addition to the £50.00 already paid - a further £200.00 for distress and inconvenience.

My final decision

For the reasons I've explained, my final decision is that I uphold this complaint in part. I direct Admiral Insurance Company Limited to:

1. pay Mr H – in addition to the £50.00 already paid - a further £200.00 compensation for distress and inconvenience; and
2. update its records to show his name correctly capitalised.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 7 July 2022.

Christopher Gilbert

Ombudsman