

## **The complaint**

Mrs S has complained about the way Admiral Insurance Company Limited dealt with things when she found issues with her car after completed repairs from a claim against her car insurance policy.

## **What happened**

Mrs S's car was repaired by an approved repairer (AR) of Admiral following a claim she made under her car insurance policy.

After her car was returned to her, Mrs S's coolant engine warning light came on. Mrs S says she took her car to her local garage who topped up the coolant. A week later Mrs S noticed the coolant was empty. She found a wet patch on the ground beneath her car.

Mrs S returned her car to the AR. They investigated and told Mrs S that the coolant bottle had eroded due to wear and tear.

Mrs S said the AR advised her it would provide an estimate for repairs. But it then advised Mrs S that there was a crack in a water pipe. The AR told Mrs S it couldn't order the replacement parts need to carry out the repairs. So it said it couldn't provide an estimate.

Mrs S took her car to her local garage the following day. She said the garage immediately noticed the engine was covered in oil, the car had been topped up with the wrong coolant and the water pipe was leaking.

Mrs S said the garage advised her to only drive for short journeys. Mrs S arranged for her car to be booked in for repairs with the garage and contacted Admiral to tell it what had happened.

Admiral told Mrs S to continue with the repairs and to provide a detailed estimate of the works for it to consider.

Mrs S provided a final invoice for the works carried out by the garage. Admiral considered the estimate but said it wouldn't reimburse Mrs S for the costs related to the coolant and water pipe. Admiral referred the invoice to an 'in house' engineer and they believed the issues were caused by wear and tear. Admiral's engineer said if the areas where the coolant and water pipe were had impact damage from the incident, the AR would have picked this up.

Our Investigator didn't think Admiral had acted reasonably. He could see from the original repair report that parts of the repairs included works to the water coolant. Given the coolant leak was noticed a week after Mrs S's car was repaired, he thought on balance it was highly likely the AR was responsible for the issues identified.

The Investigator thought Admiral had provided a poor service to Mrs S. He thought the advice on the in house engineer included for an Independent Assessor (IA) to inspect Mrs S's car - and while that wouldn't be helpful now that the repairs have been completed - this is something he thought Admiral should have arranged when Mrs S complained.

So the Investigator thought the fairest outcome was for Admiral to reimburse Mrs S for the costs she paid her local garage to carry out repairs to the coolant, oil engine leak and water pipe/pump.

The total invoice cost came to £621.19 inclusive of VAT and included non-incident related works which Mrs S wasn't claiming for. However, the Investigator recommended Admiral pay the full costs of the repairs - using £130 including VAT for non-incident related repairs - and pay a further £100 compensation for the distress and inconvenience caused. Mrs S had needed to take her car to her local garage and the AR a number of times. She was upset that the AR returned her car to her with an oil leak and believes it wasn't safe to drive.

Admiral didn't agree. In summary it says the invoice from the garage doesn't say why the work was needed. It says there is no expert contrary evidence provided to show the issues were not caused by wear and tear. And so it doesn't agree to reimburse Mrs S or pay compensation.

So as Admiral doesn't agree, the case 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.

I've listened to the key call recording between Mrs S and Admiral. Mrs S called Admiral as she was very unhappy with the condition her car was currently in. She explained that she had taken her car to a local garage shortly after it had been repaired to have the coolant topped up. But the coolant was empty within a short space of time and she took her car back to the AR. Mrs S said the AR told her it wasn't possible to order the parts needed to carry out repairs - and that the repairs were down to wear and tear.

However, Mrs S then took her car to her local garage who were able to immediately order the parts. So Mrs S wasn't happy with what the AR had told her. She explained what the garage told her it had found. Mrs S said she had booked her car in for the repairs for the following week with her garage and raised a complaint.

The agent put Mrs S on hold to seek advice as to the best way forward. On return, the agent asked Mrs S to provide a detailed estimate for the works and images if possible of the damage. She said even if Mrs S gets the works completed, Admiral will review the estimate costs and if they can agree, will arrange for the costs to be reimbursed to Mrs S.

I think it was clear from the call that this was a complaint about the repairs carried out to Mrs S's car. And where an insurer may arrange for the AR to inspect the repairs, Mrs S had already taken her car back to the AR and remained dissatisfied. She had also sought the advice of another garage. And while she didn't have evidence of her discussions with the garage, I think this was the stage when Admiral should have arranged for an IA to inspect Mrs S's car.

Instead, Admiral said it would consider a detailed estimate from Mrs S's garage. In Admiral's response to the view, it says the estimate didn't say what the cause of damage was. But I couldn't hear the agent tell Mrs S that Admiral needed this. And in any event, it isn't unusual for a garage to ask for a fee to provide a detailed report with an opinion as to a cause of damage. I don't think it was fair to ask Mrs S to provide this at this stage. I think Admiral should have instructed an IA.

I agree that arranging for an inspection after the repairs have been completed is of no benefit to either party. Taking everything into account, I think it's more likely than not that the issues relating to the water coolant and engine leak were incident related - or caused by the AR. From the original repair report it lists works carried out to these areas of Mrs S's car by

the AR. And I don't think the in house engineer's opinion that the AR would have noticed if there was impact damage is enough for Admiral to say its decision is reasonable. I think Mrs S provided what Admiral's agent asked her to. I think Admiral should have made it clear if it wanted a cause of damage - or it should have arranged for an IA to inspect Mrs S's car as this was a dispute about completed repairs.

So I think a fairer outcome in this case is for Admiral to reimburse Mrs S for the costs of the repairs she paid for excluding the cam belt repair (which Mrs S hasn't ever claimed for).

The Investigator thought that the equivalent compensation award of £230 was reasonable for the distress and inconvenience caused to Mrs S. This was broken down as £100 in addition to the £130 including VAT Mrs S had paid for the cam belt replacement listed in the invoice.

I think this is a reasonable outcome to resolve Mrs S's complaint.

### **My final decision**

My final decision is that I uphold this complaint. I require Admiral Insurance Company Limited to do the following:

- Reimburse Mrs S for the costs she paid for repairs to her car on 2 February 2022.
- Pay interest on the reimbursed amount from 2 February 2022 to the date Admiral provides a refund.
- Pay Mrs S £100 in addition to the costs of the replacement cam belt, making the total compensation award for distress and inconvenience caused as £230.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 19 September 2022.

Geraldine Newbold  
**Ombudsman**