

## **The complaint**

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

Where I refer to Admiral, I refer to the insurance company named above, and I include repairers and others insofar as I hold Admiral responsible for their acts or omissions.

## **What happened**

The subject matter of the claim and the complaint is a hatchback car, first registered in 2016. For the year from mid-January 2021, Mr H had the car insured on a comprehensive policy with Admiral.

Unfortunately, on the evening of 29 October 2021(a Friday), the car was damaged in an accident. Admiral arranged recovery of the damaged car from the scene of the accident. A few days later, the car arrived at Admiral's repairer.

From 15 November 2021, Admiral or its repairer provided a courtesy car for Mr H.

Admiral's repairer returned Mr H's car after repairs. Later in November 2021, Mr H's mother took his car back to show the repairer some faults.

Mr H complained to Admiral about the following:

- Broken wing mirror
- Damaged clutch
- Someone had driven his car and used almost a tank of petrol.

Admiral got an engineer to review evidence of the repair. By a final response dated early December 2021, Admiral turned down the complaint.

On about 21 December 2021 Mr H's own garage issued two invoices for repairing the wing mirror and replacing the clutch.

Mr H brought his complaint to us in January 2022. He asked for compensation for the following:

- Petrol that was used between Admiral collecting his car and it being received at its repairer 5 days later.
- Admiral didn't provide a courtesy car during repair. So he needed to insure his sister's car (3 x £45.43 = £136.29).
- After repair, his car still wasn't driveable because of the extra damage.

- Petrol when his mother had to drive him back to his work course because his car was not driveable. (Estimate £50).
- He had to insure his sister's car to get back to his work course. (£50.02).
- His mother had to insure his car to take it back to Admiral's repairer (£21.84). She also had to insure his car to take it to his garage to be repaired as he was away for work (£21.84).
- Wing mirror £66.00.
- Cost of repairing clutch £675.68.
- Considerable inconvenience and stress the whole episode has caused both him and his relatives.

*our investigator's opinion*

Our investigator recommended that the complaint should be upheld in part. She thought that:

- The repairer hadn't put the wing mirror back properly and it wasn't functional.
- The clutch issue was a result of the accident which should've been included in the repairs on the claim.
- She was unable to evidence that Admiral unnecessarily used petrol from the car.
- She hadn't identified significant delays on the claim or poor customer service from Admiral.
- She'd seen no explanation from Admiral as to why it hadn't provided a courtesy car to Mr H sooner or covered his costs.
- Admiral could've done more on the claim regarding providing the courtesy car and how the additional repairs were considered.
- The repairs weren't carried out satisfactorily in the first place. So Mr H incurred the financial loss to insure his mother to assist him with getting the car to the repairer/s.

The investigator recommended that Admiral should:

1. reimburse Mr H with the repair costs for the wing mirror;
2. reimburse Mr H with the repair costs for the clutch;
3. reimburse Mr H for the cost of insuring on his sister's car and the cost to insure his mother on his car;

4. provide compensation of £200.00 for the distress and inconvenience caused.

*my provisional decision*

After considering all the evidence, I issued a provisional decision on this complaint to Mr H and to Admiral on 12 July 2022. I summarise my findings:

There wasn't enough evidence to show that Admiral was responsible for unfair or unreasonable depletion of the petrol. So I didn't find it fair and reasonable to direct Admiral to pay compensation for that.

I was satisfied that after Admiral's repairer removed and replaced the mirror, it hadn't re-assembled the casing correctly. And Mr H was sufficiently concerned about it to pay his garage to fix it. So I held Admiral responsible for reimbursing the invoice of £66.00. As Mr H has been out of pocket since 21 December 2021, I was minded to direct Admiral to pay interest at our usual rate.

I was not minded to find it fair and reasonable to direct Admiral to reimburse Mr H his mother's petrol costs.

Admiral's offer of £140.00 for the delay in providing a courtesy car was, in my view, fair and reasonable – and more than the £90.86 and £21.84 (total £112.70) plus interest that I would otherwise have directed Admiral to pay.

I was minded to find it fair and reasonable to direct Admiral to pay Mr H £100.00 for distress and inconvenience.

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

1. £66.00 to reimburse the invoice for the wing mirror; and
2. simple interest on £66.00 at the yearly rate of 8% from 21 December 2021 to the date of reimbursement. If Admiral considers that it's required by HM Revenue & Customs to take off income tax from that interest, it should tell Mr H how much it's taken off. It should also give Mr H a certificate showing this if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate; and
3. £140.00 for delay in providing the courtesy car; and
4. £100.00 for distress and inconvenience.

Mr H disagreed with the provisional decision in part. He says, in summary, that:

- His garage suggested that the clutch in a car like his should last 70,000 miles.
- Before the accident, his car was in good condition with low mileage (34,000 miles). He would have noticed a worn clutch. The clutch showed no signs of wear. The car was full of petrol.

- The accident did not damage the clutch.
- When he called Admiral, they said they would arrange for the car to be recovered but the time of recovery moved ever backwards each time he called until he was forced to leave the car unattended to be collected later that night. By the time he got back home (several hours later) it had still not been collected.
- The car should have been transported properly on a trailer.
- The delay in getting the car to the repairer was out of his hands. Admiral should've provided a courtesy car by 1 November.
- His car did not actually arrive at the repairer until Wednesday 3 November, 5 days later. It was empty of petrol. There was no explanation from Admiral as to where his car had been in this time.
- His complaint about the petrol missing from the car was not so much about the cost of the petrol. He wanted to know how most of a tank of petrol had been used and who had driven the car as he believes this is when the clutch was damaged.
- Also in the final letter dated 7 December 2021, Admiral said it would refund him for the petrol that had been used. This means Admiral is admitting that they had used the petrol in his car, so admitted the car had been driven.
- No courtesy car was provided until the late afternoon of 15 November when he was on a work course and could not use it. It was collected again on the afternoon of Wednesday 17 November, so he had no actual use of a courtesy car.
- After the repairs, he first tried to drive the car on Sunday 21 November. He immediately noticed a seriously damaged clutch and wing mirror. He was due to attend a work course 360 km away the next morning. His mother had to drive him that evening and then drive back. The £50.00 estimate is probably a little low as it takes most of a tank of petrol to cover the distance there and back.
- His mother, with difficulty given its condition, managed to get his car back to the repairer as suggested. The distance to the repairer is 5 km, taking about 10 minutes.
- The repairer said Admiral had not given permission for them to look at the car and assess the problem so they could do nothing. They did confirm that the car had arrived with very little petrol and advised him to try to get a record of how the car was delivered to them. Admiral refused to provide this record despite him asking for it multiple times. His mother had to struggle to drive the car back without it having been looked at by the repairer. The fact that she managed to get the car there and back does not mean it was driveable in the accepted sense.
- The amount of £21.84 is for the cost of insuring the car for his mother to take it to Admiral's repairer. This is not involved in the delay in providing the courtesy car so is outside the £140.00.

- His mother's visit to his trusted repairer was necessary for the wing mirror repair as well as the clutch. Therefore the cost of insurance for this visit should be covered.
- He gave multiple examples of poor customer service.

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.

#### Driving the damaged car

I have no reason to doubt Mr H's evidence that he'd put £35.00 worth of petrol in the car on 23 October 2021 and a further £5.40 on the day of the accident. But – even with little use in the intervening week – those payments don't fully support his statement that the tank was almost full at the time of the accident.

Admiral says that the tank was almost empty on 3 November 2021. I don't see anything in the letter of 7 December that admits that anyone had driven Mr H's car.

There's not enough evidence to show that Admiral was responsible for unfair or unreasonable depletion of the petrol. So I don't find it fair and reasonable to direct Admiral to pay compensation for that.

#### Clutch

Mr H says that there was no problem with the clutch before the accident. I accept that he hadn't noticed a problem.

Admiral's repairer has said the following:

*"When I estimated the vehicle and moved it I did notice it appeared that the clutch was riding high."*

So the repairer accepts that it moved the vehicle. I find that there was an issue with the clutch after the accident and before repairs.

I accept Mr H's statement that the recorded mileage was about 34,000.

After the accident and repair, Mr H did notice a problem with the clutch. And Mr H was sufficiently concerned about it to pay his garage invoice of £675.68 to fix it.

However, a clutch is a part that wears out with use. And I consider that the onus is on Mr H to show that either a recovery driver or the repairer did something to cause damage to the clutch. I don't consider that there's enough evidence to show either of those causes.

I find it more likely – in the context of a 2016 hatchback – that the clutch was worn before the accident, but Mr H hadn't noticed it. So – unlike the investigator – I don't find it fair and reasonable to direct Admiral to reimburse Mr H the cost of the replacement clutch.

#### Wing mirror

Admiral says its repairer needed to blend the left -hand (nearside) door, so it removed and replaced the nearside wing mirror. Admiral's engineer says that this was simple operation and there's no evidence of the glass being damaged.

However, Mr H's garage invoice includes the following:

*"work done..."*

*To check over the loss of operation of N/S front door mirror. Mirror glass does not have full movement. To strip out mirror casing and reassemble correctly to allow full mirror movement as required. Refit all as removed."*

From that, I'm satisfied that after Admiral's repairer removed and replaced the mirror, it hadn't re-assembled the casing correctly, allowing full movement of the glass. And Mr H was sufficiently concerned about it to pay his garage to fix it. So I hold Admiral responsible for reimbursing the invoice of £66.00.

As Mr H has been out of pocket since 21 December 2021, I find it fair to direct Admiral to pay interest at our usual rate.

#### Courtesy car and extra insurance costs

Admiral accepts that it should've provided a courtesy car before 15 November 2021. I've seen evidence that on 1 November, 6 November and 14 November 2021, Mr H paid £45.43 for cover to drive his sister's car.

But the accident had happened on the evening of Friday 29 October. 1 November was the following Monday and M H's car hadn't arrived with the repairer. So I don't find it fair to say that Admiral or its repairer should've provided a courtesy car from that Monday.

If Admiral hadn't made its offer, I would've found it fair and reasonable to direct Admiral to reimburse Mr H the two later payments £45.43 totalling £90.86, plus interest from the dates of those payments.

Mr H has said that his mother incurred petrol costs in driving him (in her car) on 21 November. And I find it likely that the main concern with his car was the clutch, for which I haven't found Admiral responsible. Therefore I don't find it fair and reasonable to direct Admiral to reimburse Mr H his mother's petrol costs.

I've seen evidence that, for the 24 hours between 23 and 24 November 2021, Mr H's mother took out cover for his car at a cost of £21.84. I accept that this was so that she could drive it back to see Admiral's repairer while Mr H was working.

I consider that Admiral's repairer should've fixed the wing mirror the first time or on this return visit. And I accept that Mr H was responsible for paying or reimbursing the £21.84. So - if Admiral hadn't made its offer - I would've found it fair and reasonable to direct Admiral to reimburse Mr H that first payment of £21.84 plus interest from 23 November 2021.

The car still had an issue with the adjustability of the nearside wing mirror and with its clutch.

I've seen evidence that on 5 December 2021, Mr H paid £50.02 for cover to drive his sister's car. He says this was because his car was undriveable. But his mother had driven it a couple of weeks earlier.

Moreover, I've found it likely that the main concern with his car was the clutch, for which I haven't found Admiral responsible. Therefore I don't find it fair and reasonable to direct Admiral to reimburse Mr H the £50.02.

I've seen evidence that, for the 24 hours between 6 and 7 December 2021, Mr H's mother again took out cover for his car at a cost of £21.84. I accept that this was so that she could drive it to his repairer. So I don't accept that Mr H's car was undriveable at this time. Moreover, I've found it likely that the main concern with his car was the clutch, for which I haven't found Admiral responsible.

Therefore I don't find it fair and reasonable to direct Admiral to reimburse Mr H that second payment of £21.84.

Admiral's offer of £140.00 was for the delay in providing a courtesy car. I accept Mr H's point that both his mother's payments of £21.84 weren't related to delay in providing a courtesy car. Nevertheless the amount of £140.00 is more than the £90.86 and £21.84 (total £112.70) plus interest that I would otherwise have directed Admiral to pay. So overall I find it fair and reasonable to direct Admiral to pay £140.00 for loss of use of the courtesy car and resulting financial loss.

#### Distress and Inconvenience

Mr H already had a problem when he first contacted Admiral. That's why he contacted Admiral. I consider it inevitable that the accident and the need to make a claim were going to involve some upset and time and inconvenience.

I've found shortcomings for which Admiral was responsible in relation to the wing mirror and the delay in providing a courtesy car. These shortcomings caused distress and inconvenience.

I can only consider the effect on Mr H personally and not on family members who Admiral's policy didn't cover. Nevertheless, I find it likely that Mr H was upset at the inconvenience to his mother and his sister.

I find it fair and reasonable to direct Admiral to pay Mr H £100.00 for distress and inconvenience.

#### **Putting things right**

I hold Admiral responsible for reimbursing the invoice of £66.00. As Mr H has been out of pocket since 21 December 2021, I find it fair to direct Admiral to pay interest at our usual rate.

I find it fair and reasonable to direct Admiral to pay £140.00 for loss of use of the courtesy car and resulting financial loss.

I find it fair and reasonable to direct Admiral to pay Mr H £100.00 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 pay Mr H:

1. £66.00 to reimburse the invoice for the wing mirror; and

2. simple interest on £66.00 at the yearly rate of 8% from 21 December 2021 to the date of reimbursement. If Admiral considers that it's required by HM Revenue & Customs to take off income tax from that interest, it should tell Mr H how much it's taken off. It should also give Mr H a certificate showing this if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate; and
3. £140.00 for loss of use of the courtesy car and resulting financial loss; and
4. £100.00 for distress and inconvenience.

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

Christopher Gilbert

**Ombudsman**