

## **The complaint**

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

Where I refer to Admiral, I refer to the above-named insurance company and I include its glass provider 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 four-wheel-drive sports saloon made by a Japanese car manufacturer and first registered in the UK in mid-August 2016.

Mr J acquired the car on finance for which he was paying over £300.00 per month. For the year from late March 2021, Mr J had the car insured on a comprehensive policy with Admiral. The policy included a section on windscreen damage.

In early July 2021, Mr J reported to Admiral that the car had a cracked windscreen.

Admiral hadn't fixed the windscreen by 17 September 2021, when the car's MOT expired. So it wouldn't pass a MOT test and Mr J couldn't drive it.

About a week later, Mr J or his father paid Admiral's glass provider £722.14 to fit a "genuine" windscreen made by the car manufacturer. But there were further delays in providing and fitting the windscreen and associated parts. Mr J complained about communication.

The glass provider fitted the windscreen and parts on 1 November 2021. Mr J complained that he had lost the use of his car from 17 September to 1 November 2021.

By a final response dated 2 November 2021, Admiral upheld the complaint in part and said it was sending a cheque for compensation of £25.00.

By a final response dated 2 November 2021, Admiral's glass provider said that it had waived £49.72 of the excess payment as a gesture of goodwill, for the inconvenience caused.

On 3 November 2021, the car passed an MOT test.

Mr J complained that he had paid for genuine trim parts for £66.85. He also complained that the fitter damaged some parts, so Mr J replaced them at a cost of £19.87.

Mr J brought his complaint to us in January 2022.

## ***our investigator's opinion***

Our investigator said that we have no jurisdiction over Admiral's complaints- handling procedure. Our investigator recommended that some other aspects of the complaint should be upheld in part. She thought that Admiral didn't handle Mr J's claim fairly nor reasonably. She said that Mr J had the use of his parents' car on a limited basis. She recommended that

Admiral should pay Mr J:

1. the cost (of windscreen and trim parts) shown in the manufacturer's latest price guide – in line with Section 4 of the policy; and
2. 8% simple interest on this figure from the date Mr J paid for his windscreen, until the date Admiral settles this; and
3. £19.87 for the damaged trim parts; and
4. £5.00 per day from 17 September 2021 until 1 November 2021 for his loss of use of his car; and
5. £200.00 compensation for his distress and inconvenience.

*my provisional decision*

After considering all the evidence, I issued a provisional decision on this complaint to Mr J and to Admiral on 19 August 2022. I summarise my findings:

Admiral couldn't source a standard windscreen. So I was minded to find it fair and reasonable that Mr J or his father shouldn't have had to pay any more than the excess of £115.00.

I found it likely that Mr J's father paid £722.14 including the excess of £115.00. So he paid £607.14 more than the excess. I was minded to find it fair and reasonable to direct Admiral to reimburse Mr J that amount.

As Admiral should've supplied trim parts, and Mr J ended up paying for them, I was minded to find it fair and reasonable to direct Admiral to reimburse him the cost of £66.85.

I accepted Mr J's statement that the fitter damaged trim parts, so Mr J replaced them at a cost of £19.87. So I was minded to find it fair and reasonable to direct Admiral to reimburse him.

As Mr J (or his father on his behalf) will have been out of pocket for some time, I was minded to direct Admiral to add interest at our usual rate.

Mr J felt ignored for weeks on end and he had to chase for progress. He was irritated by a series of mistakes and postponements. Neither Admiral nor the glass provider did much to put things right in their final responses. So I was minded that – in addition to the small amounts mentioned in the final responses - £200.00 is fair and reasonable for distress and inconvenience.

Subject to any further information from Mr J 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 J:

1. in reimbursement for the windscreen and trim parts, the following sums:

£607.14  
£ 66.85

total                      £ 19.87  
£693.86; and

2. simple interest on that amount at a yearly rate of 8% from 23 September 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 J how much it's taken off. It should also give Mr J a certificate showing this if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate; and
3. in compensation for loss of use of his car from 17 September to 1 November 2021 (46 days) £460.00; and
4. £200.00 for distress and inconvenience.

Mr J agreed with the provisional decision. He said it was accurate and reasonable.

Admiral disagreed with the provisional decision. It says, in summary, that:

- Mr J was never entitled to dealer glass.
- Had the customer allowed it to fit what was covered under the policy, the glass could have been replaced much sooner.
- The delays were due to the manufacturer having no glass available in the UK and having to source from Japan.
- Even if the glass could be sourced sooner, Mr J would still have had to pay the difference between non-dealer and dealer glass.
- Loss of use was down to Mr J as he wanted dealer glass that couldn't be sourced quickly.

### **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.

From the policy schedule, I see that any claim for a replacement windscreen was subject to an excess of £115.00.

Admiral has changed its policy terms from time to time. The versions have sequential numbers rather than dates. Admiral told me in another case that the version numbered 020 was issued in March 2019.

I've seen versions numbered 021, 022 and 024, all of which have a Section 5 about windscreens which includes the following:

*"If any lost or damaged parts are no longer available, **we** will only pay the cost shown in the manufacturer's latest price guide, together with reasonable fitting costs. If **your car** is three years old or more, **we** may decide to repair it with recycled parts, or with parts which have not been made by the car's manufacturer, but are of a similar standard"*

Admiral has provided links to the versions ending 025 and 026 each of which has a Section 4 about windscreens which includes the following:

*"If we need to replace any glass, we may use glass which is not provided by the vehicle's manufacturer but is of a similar standard and quality. If there is no glass available and it cannot be reasonably sourced, we will pay the cost shown in the manufacturer's latest price guide, together with reasonable fitting costs."*

Mr J's car was over three years old. So – whichever version of the policy terms applied – Admiral could use glass not made by the car's manufacturer.

But equally Admiral could use glass made by the car's manufacturer. If Admiral couldn't source non-manufacturer glass, then I don't agree that it would be fair to ask Mr J to pay the difference for manufacturer glass.

Admiral and its glass provider has said that a standard windscreen would've been available last autumn.

But, after the final response, Mr J had written a reply in late November 2021 including the following:

*"On the 23 September 2021 my father, ...(the Administration of the multicar policy... made contact with Admiral Insurance to complain about the time it was taking to resolve the situation, the lack of communication from both [glass provider] and Admiral Insurance and the inability to source a standard windscreen nationally.... On the same day my father contacted [glass provider] and was advised by their agent [first name] that they had logged the issue only from the beginning of September. Further, it was advised that although a standard windscreen could not be sourced, a genuine [car manufacturer] windscreen and associated trim could be fitted at a cost of £722.14. As Admiral Insurance would not authorise this payment, an immediate payment was made by my father. The fitting date of 27 September 2021 was promised."*

I've added the underlining. I find Mr J's complaint is more contemporaneous and detailed than what Admiral has told us. So I accept that, by late September 2021, the glass provider hadn't been able to source a standard windscreen and Admiral was refusing to pay for a genuine windscreen, so Mr J's father paid.

I find it fair and reasonable to say that Admiral should've sourced a windscreen in the weeks between early July 2021 and the expiry of the MOT in mid-September. So Mr J shouldn't have been left with a car that he couldn't drive because he couldn't get an MOT.

I agree with the investigator that it wouldn't be fair to direct Admiral to pay anything towards the finance of the car. And I note that Mr J was able to get his parents to drive him to work, or to get taxis. But that's not the same as having access to a car he could drive himself. So I will direct Admiral to pay £10.00 per day for loss of use of his car.

There was further delay until 1 November 2021 when the glass provider used replacement glass that had been made by the car's manufacturer. So I don't accept that replacement glass was no longer available or that it couldn't reasonably be sourced. So I don't agree with the investigator that Admiral should pay the cost shown in the manufacturer's latest price guide (as well as having fitted an original windscreen.)

The glass provider said that it waived £49.72 of the excess payment. So I find it likely that the glass provider had asked Mr J to pay the excess of £115.00. From that and from

Admiral's final response, I find it likely that Admiral was making a financial contribution towards the windscreen. The final response referred to the "difference" in cost between a standard and manufacturer windscreen.

### **Putting things right**

As I've found that Admiral couldn't source a standard windscreen, I find it fair and reasonable that Mr J or his father shouldn't have had to pay any more than the excess of £115.00.

I find it likely that Mr J's father paid £722.14 including the excess of £115.00. So he paid £607.14 more than the excess. I find it fair and reasonable to direct Admiral to reimburse Mr J that amount.

As Admiral should've supplied trim parts, and Mr J ended up paying for them, I find it fair and reasonable to direct Admiral to reimburse him the cost of £66.85.

And I accept Mr J's statement that the fitter damaged trim parts, so Mr J replaced them at a cost of £19.87. So I find it fair and reasonable to direct Admiral to reimburse him.

As Mr J (or his father on his behalf) will have been out of pocket for some time, I will direct Admiral to add interest at our usual rate.

I accept that Mr J felt ignored for weeks on end and he had to chase for progress. He was irritated by a series of mistakes and postponements. Neither Admiral nor the glass provider did much to put things right in their final responses. So I conclude that – in addition to the small amounts mentioned in the final responses - £200.00 is fair and reasonable 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 J:

1. in reimbursement for the windscreen and trim parts, the following sums:

	£607.14
	£ 66.85
	£ 19.87
total	£693.86; and

2. simple interest on that total amount at a yearly rate of 8% from 23 September 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 J how much it's taken off. It should also give Mr J a certificate showing this if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate; and
3. in compensation for loss of use of his car from 17 September to 1 November 2021 (46 days) £460.00; and
4. £200.00 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 13 October 2022.

Christopher Gilbert  
**Ombudsman**