

The complaint

Mrs L complains about delays and incomplete repair work arranged by Admiral Insurance (Gibraltar) Limited (Admiral) following a claim for accidental damage under her motor insurance policy.

What happened

Mrs L's car was damaged when a chimney fell on it during strong winds in February 2022. She claimed to Admiral and says it eventually arranged for the car to be inspected. Mrs L says that when the car was being towed away, she had turned the engine on. She noticed the display screen was flickering. She says she phoned Admiral at the time and it confirmed the screen would be included in the repairs.

Mrs L says there was a delay before Admiral confirmed it would carry out the work. When she collected the car after repairs were complete several weeks later, she noticed straight away the screen hadn't been fixed. The garage told her this wasn't included in the repair instructions. After some following up Mrs L says the screen was eventually fixed. However, there was a fault with the audio that meant she couldn't hear people when making calls.

Mrs L says she contacted Admiral about this issue. The car was taken to the garage, but no courtesy car was provided. Mrs L says she managed to get Admiral to pay some taxi costs. The car was returned to her, but the garage says it needed authorisation to repair the issue. Mrs L says an inspector was arranged to review the problem. No-one came to inspect. Mrs L chased this up and was told the issue wasn't the garage's fault. After a further two weeks she says Admiral offered £134 so she could arrange a fix herself.

Mrs L thinks Admiral should arrange for her car to be fixed. She doesn't think it's fair to expect her to arrange this for such a small amount of money. She also says this matter has been really stressful and has taken up in excess of ten hours of her time.

Admiral apologised that the display screen wasn't repaired initially. It also apologised for the time Mrs L spent chasing for updates and paid her £75 compensation for this. Admiral says it didn't think the audio issue was related to the claim. However, it opted to settle on a cash basis by paying £135.85, which it estimated the repair would cost. It says it needed to investigate whether it was responsible for this work, which took some time. It also says Mrs L couldn't be contacted for a period.

Mrs L approached our service. One of our investigators considered the matter and upheld her complaint. She says the audio and display screen issue should've been dealt with at the outset. She also says it was reasonable for Admiral to pay compensation, but she thought a total of £235 was fair to recognise the poor service, communication issues, and the delays.

Admiral didn't respond to accept our investigator's decision, so it's 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.

Having done so I've decided to uphold Mrs L's complaint. Let me explain.

I've read the claim records provided by Admiral to see if the issue with the display screen was mentioned. There's an entry dated 4 February 2022 that says, "*Electrical faults with screen – flickering*". A later entry on 9 February refers to an email sent to Mrs L. It says, "*I have emailed the garage advising of the GPD/SATNAV issue to make sure this is included in the estimate*".

I think this reasonably shows the issue with the display screen was known about from an early stage. Certainly, before repairs commenced.

I can see a complaint was raised around this time. The notes state it hadn't yet been identified if the car was repairable. Due to the time taken to get to this point and for its poor communication, Admiral paid Mrs L £60. And for the lack of use of her car whilst it was at the garage it paid her £70. I note it also arranged for a hire car to be provided at this time.

I understand the garage was busy due to a lot of work caused by the recent storm, which delayed the assessment of Mrs L's car. In the circumstances I think Admiral acted fairly by paying her compensation for the inconvenience this caused and in arranging a hire car.

The records show Mrs L's car was repaired in March 2022. But the screen wasn't, which she highlighted. A note dated 14 March says, "*Haven't done the console damage as it keeps falling out*". The note mentions that the only damage was electrical damage to the screen, not that it was falling out. The records indicate there was some confusion between the work Admiral had authorised and what the repairer thought it had. Admiral confirmed the garage could outsource the diagnostics to a main dealer. I can see that another complaint was raised by Mrs L at this time.

The records from the beginning of April 2022 refer to the diagnosis obtained from the main dealer. This says there was a fault with the unit which is linked to the touch screen. It says the remedy is to replace the unit. An internal note dated 4 April confirms Admiral was willing to authorise the repairs. Albeit the notes show its engineers questioned that this damage occurred as a result of the storm damage claim. I can see that a hire car was provided to Mrs L whilst these investigations were ongoing.

The work to replace the damaged unit was carried out by Admiral's approved repairer. After this was completed, in mid-April 2022, the records show a connectivity issue was reported by Mrs L when making calls in her car. The notes say Admiral agreed to cover this issue if it was connected to the repairs previously carried out by its repairer. It says no hire car was to be provided. But I can see the business agreed to cover the cost of Mrs L's taxi fare home after dropping her car off.

The records then show that Admiral wanted an independent assessor to determine the cause of the fault. It says Mrs L believed this was caused by the repairs the garage had carried out. But it wouldn't authorise work unless its repairer was at fault. With reference to Admiral's approved repairer the records say:

"they dont know who caused this, because this was not checked prior to the repairs."

The need for an independent assessor was confirmed to Mrs L's husband on 27 April 2022.

An email was then sent to Mrs L in mid-May 2022 to say a decision had been made by Admiral's in-house engineers. This asked for her to call back. The records show this was to inform Mrs L that Admiral would cover the cost of the additional work.

A later note says Mrs L was unhappy as she had been told an assessor was due to visit, but they didn't turn up when expected. Admiral subsequently offered to pay £135.85 for Mrs L to arrange for the connectivity issue to be repaired herself.

I've seen the quote Admiral obtained from a different garage for the connectivity issue to be repaired. The cost is confirmed as £135.85.

I've given thought to Mrs L's view that Admiral should've arranged the repairs in full, and her concerns that the settlement payment wouldn't cover the cost of the repairs needed. I can understand her concerns and I think it's reasonable that she'd expect a fully working system once repairs were complete. However, from the information I've seen Mrs L will be able to get the repairs completed, at the garage identified, and the cost will be covered by the settlement payment Admiral provided. In the circumstances I think this is fair. But should the cost of repairs exceed this amount then it's reasonable that Admiral should pay the difference.

I've also thought about the standard of customer service Mrs L experienced. I think this could've been better. The onus appears to have been for Mrs L to find out what was happening and to try and progress matters. Issues with the display screen were highlighted at an early stage. It shouldn't be the case that issues remained after the repairs were completed. Similarly, the indication is that the system in question wasn't checked prior to releasing the car back to Mrs L. This meant further time and hassle arranging for the connectivity issue to be resolved.

I agree with our investigator that Admiral should compensate Mrs L for the distress and inconvenience it caused. An additional £100 on top of the payment it has already provided is fair to recognise this.

Our investigator referred to Admiral having paid Mrs L a total of £135 in compensation. I don't think this is accurate. From the records this was actually £130 made up of two payments of £60 and £70. But I don't think this discrepancy has a material impact. The intention was for Admiral to pay an additional £100, which is what I will now require.

Mrs L says the compensation cheque she received from Admiral was ripped, so she hasn't been able to cash it. If it hasn't already done so Admiral should re-provide this payment along with the further £100 compensation.

My final decision

My final decision is that I uphold this complaint. Admiral Insurance (Gibraltar) Limited should:

- reimburse Mrs L if the cost of repairs comes to more than the settlement offer it paid; and
- pay Mrs L a further £100 compensation for the distress and inconvenience it caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs L to accept or reject my decision before 24 February 2023.

Mike Waldron
Ombudsman