

The complaint

Mrs H and Mr H complain that Admiral Insurance Company Limited won't carry out all the repairs to their car following a claim made on their motor insurance policy. They are also unhappy that they were given incorrect information about their courtesy car entitlement. Mr H is a named driver on Mrs H's policy.

What happened

The rear of Mrs H's car was damaged in an incident, and she made a claim to Admiral. Admiral had the car repaired with the exception of the motor for the tailgate. It said this had failed due to wear and tear and wasn't covered by the policy. It said there was evidence of rust, and the part was found to be sitting in a puddle of water which had caused it to seize.

Admiral agreed that it had given Mr H incorrect information about how long he could keep the courtesy car. And it apologised for this and for not responding to his emails. Mr H was unhappy about the decision about the tailgate and asked for evidence to show that the fault was due to wear and tear. He said the boot worked fine before the incident.

Our Investigator recommended that the complaint should be upheld. She thought Admiral's apology for the courtesy car issue wasn't sufficient and that it should pay Mrs H £75 compensation for her trouble and upset. And she thought Admiral hadn't justified its decision not to repair the tailgate motor. And so she thought it should now pay to repair this.

Admiral replied that it agreed to pay the compensation. Its engineer agreed that the part wasn't sat in three inches of water, as alleged, but it was corroded, and this had developed over time. He said the effect of moisture on an uninsulated electrical component should be considered.

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.

Admiral has agreed to pay Mrs H £75 compensation for the trouble and upset caused by the misinformation it provided about the courtesy car. I'm satisfied that this is in keeping with our published guidance. And so I won't consider this point further.

But I will consider the claim for damage to the tailgate motor. The adjudicator has already explained that this service does not assess whether or how damage to a vehicle would be caused as this is a matter for the experts in these situations, the insurance companies and engineers. Our role in these complaints is to determine whether an insurance company has considered all the available evidence and whether it can justify its decision to not pay for additional repairs.

Admiral's engineer said the tailgate motor wouldn't be covered as it was damaged due to wear and tear. The evidence he firstly relied on was a report from the approved garage that the motor was sat in three inches of water and was completely rusted. It said the rust had developed over a long time and provided images showing the casing soaked in water.

I haven't seen images to show that it was sat in three inches of water. Mr H provided images to show that this wasn't possible as the maximum depth was half an inch.

Admiral's engineer later conceded that the "three inches" was over-stated and was due to mis-reading a hand-written note. He also conceded that the boot was dry when Mr H photographed it. But he thought there must have been moisture present at some time to cause the corrosion. And he thought this had caused the part to fail as the damage to the tailgate was superficial.

I've looked at the repairer's report. He ran diagnostics for the car and found that the tailgate control module had an open circuit and an internal electrical fault that had caused it to malfunction. Admiral had an electrical engineer look at the part and his report said that the motor was sat in water and needed replacing.

But whilst the part may have had surface corrosion, I haven't seen that this means that the part wasn't working due to corrosion. Mr H said the motor was working before the incident. And he provided details of witnesses who could attest that they saw this on the day. But I can't see that Admiral obtained statements from them.

So I can't say whether the impact caused the part to stop working or whether this was due to wear and tear. And I therefore think Admiral hasn't justified its decision not to include this repair as part of the claim.

Putting things right

I require Admiral Insurance Company Limited to cover the costs of the repairs to the tailgate motor, and to pay Mrs H £75 compensation for the distress and inconvenience caused by it providing her with incorrect information.

My final decision

For the reasons given above, my final decision is that I uphold this complaint. I require Admiral Insurance Company Limited to carry out the redress set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H and Mr H to accept or reject my decision before 17 March 2023.

Phillip Berechree
Ombudsman