

## **The complaint**

Mr P has complained about the way his motor insurer, Admiral Insurance (Gibraltar) Limited ("Admiral") dealt with a claim he made on his policy.

Admiral is the underwriter of this policy i.e., the insurer. Part of this complaint concerns the actions of another company who acts as its agent. As Admiral has accepted it is accountable for the actions of the agent, in my decision, any reference to Admiral includes the actions of the agent.

## **What happened**

In March 2022 Mr P made a claim on his policy after his windscreen was damaged whilst driving. He said because it took Admiral two weeks to replace it, the electrics were damaged after rainwater went into the car. This affected his rear wiper, the boot and the alarm which kept going off. He said he decided to leave the car unlocked to stop the alarm from going off. He then found that the ignition barrel had been damaged.

The company that fitted the windscreen apologised for the delay and paid Mr P back his £115 windscreen excess. Admiral took the car in for further investigation but ultimately didn't think it was responsible for any of the other damage and said it wouldn't cover any further repairs. It said Mr P had breached his policy by leaving his car unlocked and unsecured. Mr P wasn't happy with the damage caused by the delays and complained. He also said he had been left without a car and that Admiral didn't provide him with a courtesy car for all the time he couldn't use his car.

Admiral didn't uphold Mr P's complaint. It said the company that fitted the windscreen already paid him compensation. It added that its engineer said that the issue with the ignition barrel was unrelated to the window being exposed. It also said that Mr P breached the terms of his policy by leaving his car unlocked and unsecured which meant that no cover would be given under the policy. It added that it acted fairly and had provided Mr P with a courtesy car while it was investigating the claim.

Mr P wasn't happy and complained to us. He said the company that fitted the windscreen didn't offer a temporary repair whilst waiting for the replacement glass. He added that he left the car unlocked so that the alarm would stop going off as his neighbours were complaining. He also said that it took Admiral four weeks to give him a hire car and that he had incurred travel expenses in the meantime. He added that Admiral kept his car for eight weeks and then declined the claim and that it focused on the damaged key barrel which he'd said he wasn't concerned about and would repair himself.

Our Investigator upheld the complaint and initially said that Admiral should cover the cost of the claim for the electrics damage and all related issues caused by the water ingress. She also said Admiral should pay Mr P £320 for the time he was without a courtesy car. She added that Admiral should pay Mr P £100 for the distress and inconvenience it caused him.

Mr P agreed but Admiral didn't. It said that Mr P had been offered a temporary repair by the windscreen repairer but declined. It provided a call transcript in support of this.

Our Investigator provided a further view in which she still upheld the complaint but made a different award. She said Admiral should reassess the claim under the remaining policy terms. She didn't think the exclusion it had relied on applied in the circumstances as she didn't think the car being unlocked led to the issues with the electrics. She said the car being unlocked led to the damage to the ignition barrel only which she didn't think should be covered.

Our Investigator also didn't think Mr P had left his car unsecured. She said Mr P told us he had experience in dealing with windscreen replacements and did a temporary fix himself which held until 13 April. She said he was offered a temporary repair on 9 April. She thought it was reasonable that he declined it at that point because he had done one himself and believed the car to be secure. She said Mr P's temporary fix held during rainfall and only failed when the rainfall increased. So she felt the car was secure and only failed due to weather conditions.

Finally, our investigator still felt Admiral should pay £320 compensation for loss of use and £100 for the distress and inconvenience it caused Mr P.

Mr P agreed. Admiral didn't respond so the complaint was passed to me for an Ombudsman's determination.

### **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 have decided to uphold it.

#### The policy

The starting point is the policy. The policy says that Admiral will cover the repair or replacement of broken glass in the car's windscreen but there is no provision for a courtesy car under the "windscreen damage" section. The policy also provides cover for loss or damage to the car as a result of an accident, in addition to other causes, and this includes damage to audio, visual or electronic equipment as long as it is permanently fitted to the vehicle. The policy also says that a courtesy car will be provided if an approved repairer is instructed to carry out the repairs but not in the case of an unapproved repairer.

#### Timeline of events

Mr P made his claim on 29 March and a temporary screen was fitted on 16 April and the final work was completed on 18 April. From what I can see Mr P reported issues with his electrics on 16 April and complained that they were caused by the delay in the windscreen being replaced. Admiral tried to arrange for one of its approved repairers to take a look at the car but they weren't able to, so it was sent to a dealership for diagnostics. An appointment was booked for 6 May. The vehicle was recovered and put in storage in the meantime.

Mr P was chasing for updates once the car went in for repairs and also raised further complaints about the lack of updates and the fact that there had been no response to his original complaint. He also said that he was left without a car which he uses to get to work. Though Admiral initially said it wouldn't provide a courtesy car until Mr P's was confirmed to be repairable, it later authorised a hire car between 18 May and 20 June.

#### Admiral's handling of the claims

Mr P's initial claim was in relation to his damaged windscreen. Admiral was acting within the terms of its policy when it agreed to cover this claim.

Nevertheless, the windscreen couldn't be replaced for two weeks as there was a shortage of replacement glass. I don't think this was Admiral's fault. But Mr P says the fact that there was no permanent windscreen fitted led to water getting into the car and damaging the electrics. And this then led to his further claim for the damage to his boot, alarm and wiper.

Mr P initially told us that Admiral didn't offer him a temporary windscreen replacement. Admiral has provided a transcript of Mr P's call with the company that replaced the windscreen. I can see that he was offered a temporary replacement but he declined because he said he had carried out a temporary repair himself. Mr P told us that he has experience with windscreen replacements which is what helped him cover the broken windscreen. And he said this temporary repair held for days – until there was heavy rainfall. I have no reason to doubt what Mr P has said as I don't think he would intentionally leave his car exposed to the elements. And I think this is supported by the fact that Mr P said he wants to keep his car if possible and paid for it to have its MOT (a Ministry of Transport check) while his complaint has been with us.

I have looked at the engineer's report from the inspection on 30 May but I didn't find it particularly helpful as the engineer was unable to comment on whether or not water ingress affected the electrics. He said at the time of the inspection the car didn't show obvious signs of previous water damage, and that he was unable to access the rear luggage compartment (the boot). He added that there was damage to the ignition barrel and concluded that he was of the opinion that Admiral had no overall liability as the car was not secured as per the terms of the policy. So though it was given the opportunity, Admiral didn't properly assess the damage to the electrics which, as I said, I don't think was particularly helpful.

Admiral ultimately declined Mr P's claim for the damaged electrics because it said he had left his car unsecured. In the very specific circumstances of this complaint, I don't think it would be fair and reasonable to say that Mr P left his car unsecured. I say that because Mr P covered the broken windscreen and secured the car from the elements and other dangers for a number of days. And though he declined the offer of a temporary replacement I think the only reason he would have done so was because he felt the car would be secure in the meantime. So I don't think it would be fair for Admiral to rely on the exclusion it has relied on in relation to this aspect of the claim.

Admiral also said Mr P left his car unlocked which was also in breach of his policy. But as our Investigator said the car being unlocked would not have directly or indirectly caused any of the damage caused by the rainwater entering the car. She agreed it may have led to the damage to the ignition barrel and agreed that this shouldn't be covered. And I note that this isn't something Mr P was claiming for in any event.

All of which leaves me to conclude that Admiral hasn't acted fairly and reasonably in declining the claim for the damaged electrics. As such I think it should reconsider the claim.

Though Admiral ultimately said the claim wasn't covered it agreed to provide Mr P with a courtesy car while his was being inspected and even though it wasn't with an approved repairer (noting its approved repairers declined the instruction). I thought that was fair and reasonable.

Nevertheless, I note that this wasn't for the entire time Mr P was without a car. Mr P's car was collected and put in storage a number of days before it was moved to the dealership to be inspected – on 6 May. And the car wasn't returned to him till June. I note Mr P was in a courtesy car between 18 May and 20 June only. During the time he was without his car and without a courtesy car, Admiral wouldn't have known that the claim would be ultimately declined so I think it would have been fair and reasonable for Mr P to have been provided

with a courtesy car earlier – as soon as his was put in storage. Particularly given that the assessment and any repair found necessary couldn't progress due Admiral's approved repairers not being able to carry out the work. Mr P said he incurred travel expenses over that period but wasn't able to provide receipts. In the absence of those I agree with our Investigator that Admiral should pay him compensation for loss of use at £10 per day which would amount to £320.

I also agree with our Investigator that Admiral should compensate Mr P for the distress and inconvenience it caused him. There were delays in Mr P's claims and complaint being dealt with and responded to and Mr P had to do a lot of chasing. In the circumstances I think Admiral paying £100, even though Mr P has received a refund of the excess sum from the repairer, is fair and reasonable.

### **My final decision**

For the reasons above, I have decided to uphold Mr P's complaint. Admiral Insurance (Gibraltar) Limited must reconsider his claim under the remaining terms of the policy. It must also pay Mr P £320 compensation for the loss of use of his car and £100 for the distress and inconvenience it caused him.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 10 March 2023.

Anastasia Serdari  
**Ombudsman**