

The complaint

Mr H has complained about Admiral Insurance (Gibraltar) Limited in respect of a claim he made to it when the interior of his car was damaged by rodents. He feels it delayed the claim and didn't properly repair his car.

What happened

Mr H made a claim to Admiral in January 2022. It took his car for repair but it wasn't returned to him until May 2022. When the car was returned Mr H wasn't happy with the standard of repair and felt quite a number of things hadn't been done. Following several communications with Admiral, as well as provision of a quote for some repairs and further inspections of the car, Admiral accepted work was outstanding. It paid Mr H the price in the quote and asked Mr H for a further quote for the remaining work outstanding. Mr H provided that.

When Admiral initially took the car away, the garage hadn't had any courtesy cars available. Mr H managed for a time as he had another car at home and after several weeks Admiral provided a hire car. Mr H was most unhappy that he was without his car for such a long time, whilst still having to pay tax and insurance for it. He felt he wasn't updated whilst the car was away, and every time he called for an update, the completion date for work was put back. He was frustrated too, after the car was returned and he was trying to resolve the outstanding repair issues, because, due to a change in business relations, Admiral couldn't answer some of the concerns Mr H had about the work. Over several final response letters Admiral offered Mr H a total of £400 compensation.

Our Investigator felt that Admiral had caused Mr H a lot of upset over a prolonged period. He noted the effort Mr H had to go to in order to try and resolve matters. He felt it should pay Mr H a further £500 compensation. He also felt it should pay Mr H the quoted sum of £453 for the outstanding work, plus interest.

Mr H said he was happy with that. Admiral said it couldn't agree to pay that much more compensation. But it would agree to an additional £250 instead. It made no comment regarding the cost for outstanding work. As there was no resolution the complaint was passed to me for a 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.

I think Admiral let Mr H down here. It is clear to me that this car meant a lot to Mr H and I can understand that he was worried that it was away for so long. Of course, Mr H probably wouldn't have been so worried if he'd had reasonable and timely updates about progress of work. But that clearly did not happen and, instead, each time Mr H called, he not only had to speak to someone different, but he would be told the completion date had been put back again. Which all went on for months.

Then, when Mr H reasonably expected the claim was drawing to a close and his car was returned to him, he found the car had not been returned to him in its pre-incident condition. This meant he had to start trying to deal with Admiral again. And I understand that the process, at this time, became even more complicated as Admiral had stopped working with the company which had arranged and overseen the repairs. This impacted Admiral's ability to answer Mr H's concerns about the work. I accept that was frustrating for him – and it could all have been avoided if the work had been done to a good standard in the first instance.

Mr H, for a time, was also without the benefit of a courtesy car – something he was entitled to under the policy. He did mitigate his situation by using another car until a hire car was provided. But he was still caused inconvenience in the meantime. And the hire car was not like the car which Admiral was fixing – which Mr H was without for a prolonged period. I accept that was frustrating for Mr H. However, whilst I note his concerns about tax and insurance, it was always up to him to pay these costs, so they aren't something I'm minded to make Admiral reimburse. I do though think that Admiral should pay a further £500 compensation.

I appreciate that Admiral thinks £900 total compensation is too much in the circumstances here. But I think it's in line with other awards made by the Financial Ombudsman Service in similar circumstances. In summary Mr H was caused a substantial amount of worry over his car and had to put in a lot of time and effort to try and resolve matters over many months. I'm satisfied that is reflected by a total award of £900 compensation. So I'm also satisfied that it's fair and reasonable for me to make Admiral pay that here – with £400 having paid already, so the amount outstanding from the total award to be paid is £500.

I know Admiral paid Mr H £3,819 for the majority of the outstanding work to be done. And that he presented quotes to it for the remainder, totalling £453, in February 2023. Admiral has had ample opportunity to consider these and it hasn't raised any objection about them. This claim has gone on for a long time. I think it's fair and reasonable to require Admiral to pay this remaining sum, plus interest.

Putting things right

I require Admiral to pay Mr H:

- £500 compensation, where the total compensation awarded is £900 but £400 has been paid already.
- £453 for outstanding work, plus interest* from 2 February 2023 until settlement is made.

*Interest is at a rate of 8% simple per year and paid on the amounts specified and from/to the dates stated. HM Revenue & Customs may require Admiral to take off tax from this interest. If asked, it must give Mr H a certificate showing how much tax it's taken off.

My final decision

I uphold this complaint. I require Admiral Insurance (Gibraltar) Limited to provide the redress set out above at "Putting things right".

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 25 May 2023.

Fiona Robinson
Ombudsman

