

The complaint

Mr D's representative complains on his behalf that Admiral Insurance (Gibraltar) Limited (Admiral) have not made a fair offer to repair the damage its approved glass repairer caused to his car passenger door whilst it was repairing the glass.

References to Mr D or his representative, will include the other.

There are several parties and representatives of Admiral involved throughout the complaint but for the purposes of this complaint I'm only going to refer to Admiral.

What happened

On 15 December 2021 Mr D made a claim on his motor insurance policy when his passenger side window was broken and needed repairing.

Mr D was out of the country from 19 December 2021 and the repair to the glass was completed by Admiral's approved glass contractor whilst he was away. He did not notice the door did not work until late January 2022 after he returned from overseas and completed the required covid 19 quarantine regulations that were in place at the time.

Mr D said as he had young children he could not risk driving the car with only one working door.

Admiral provided Mr D with a hire car between mid-February 2021 and early June 2021.

Admiral's glass repairer was unable to find a repair agent to complete the repair required. It initially offered a cash settlement in lieu of repairs of £250 which was increased to £500.

In April 2022 Mr D provided Admiral with the name of a garage that could complete the repairs. It emailed a brief estimate that said;
"To open and change the door plus spray and blend in the colour with that side, is £1000".

In July 2022 Admiral increased its offer to Mr D and offered a settlement in lieu of repairs of £1,000.

Mr D's representative does not feel this is enough to get the damage repaired and also feels compensation should be awarded for the delays and resulting stress caused.

As Mr D's representative was not happy with Admiral, they brought the complaint to our service.

Our investigator upheld the complaint. They looked into the case and said unless further evidence that the repairs will cost more than £1000 is provided this was a fair offer as it had relied on an estimate provided by Mr D, and this was the only estimate. They said there were some avoidable delays and Admiral could have actioned a full settlement much sooner. They said Admiral should pay £100 compensation for this.

After making his complaint to our service Mr D submitted a detailed quote from the company that had given the estimate. This had increased to £2660. Admiral said it would honour the original offer of £1000 but not the new increased figure.

As Mr D's representative is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

What I provisionally decided and why

Repairs to car

In this case it is not contested that Admiral's approved glass repairer accepted liability for the damage to Mr D's car door.

I looked at both the estimate from April 2022 and the quote from January 2023.

The original estimate of £1000 was for the following work:

"To open and change the door plus spray and blend in the colour with that side."

The quote of £2660 includes the following :

"To repaint and replace front door £500, body panel £150, Door lock with handle £210, body work with material £950, Spray £850."

I think a key point here is the first figure obtained was an estimate with no details and the second is an actual quote which includes more work to be undertaken.

Admiral's approved glass repairer said it previously engaged with a body shop repair group to undertake an assessment of Mr D's car, but this did not go ahead as it was inconvenient for him. Admiral said Mr D expressed an interest in a settlement offer in lieu of repairs due to the age of the car, the offer of £1000 was in lieu of repairs.

I think this offer was fair at the time as it matched the estimate of repair costs obtained by Mr D.

Mr D obtained a detailed quote after our investigator issued their view and now does not accept the £1000 in lieu of repairs and now wants the quote of £2660 to be paid.

There is a big difference between the estimate and the quote in both the amount of work required and the related costs. I do understand why Admiral would be reluctant to increase its offer as there has been only one quote given, so there is nothing for it to make a comparison with. I think an alternative quote should be obtained.

Admiral said it has not been involved in the claim repairs or rectification negotiations. This has all been done by its approved glass repairer. It said it would not involve its network of claim repairers to deal with rectification work caused by its approved glass repairer.

As the insurer Admiral are responsible for the actions of any organisations acting on its behalf. In this case this means its approved glass repairer. Admiral should work with its approved glass repairer and support Mr D to get the required repairs completed.

Therefore I intend to require Admiral to organise for a further assessment of the damage to the car door to take place from its network of claim repairers. Once a second quote is obtained, Admiral will have two quotes to enable a comparison to be made and it should then organise for the required repairs to take place with the chosen body shop.

To enable this complaint to be brought to a conclusion without further delay, the following conditions should be adhered to:

- *Mr D and Admiral must work together to organise the second assessment and obtain an alternative quote for repairs within four weeks of my decision being accepted.*
- *If Admiral are unable to obtain a further quote within the four weeks it should settle Mr D's claim, on receipt of a valid invoice, at the value of the quotation he has provided (£2660).*
- *If Mr D fails to make the car available for assessment within the four weeks, Admiral will pay the £1000 cash in lieu of repairs offer.*

Should Mr D wish to accept the £1000 cash in lieu of repairs offer at any time, this should still be made available.

Customer Service

It took Admiral from February 2022 until June 2022 to start making settlement offers to Mr D. And until July 2022 to make its final offer. I also saw that on occasion Mr D did not respond to requests for information from Admiral.

I saw that Admiral provided Mr D with a courtesy car during this time, so he did not have to use the damaged car.

I think that there were some avoidable delays caused by Admiral and therefore I intend to require Admiral to pay Mr D £100 for the delays caused.

My intended final decision

For the reasons I have given I intend to uphold this complaint.

I intend to require Admiral Insurance (Gibraltar) Limited to obtain an assessment and alternative quote for the repairs to Mr D's car and then organise for the required repairs to be completed. I also intend to require it to pay him £100 compensation for the avoidable delays caused and for not making an offer to complete the repairs sooner than it did.

Responses to my provisional decision

Mr D did not respond.

Admiral did not respond.

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.

As neither Mr D nor Admiral made a response, I maintain my provisional decision.

For the reasons I have given I uphold this complaint.

My final decision

For the reasons I have given I uphold this complaint.

I require Admiral Insurance (Gibraltar) Limited to obtain an assessment and alternative quote for the repairs to Mr D's car and then organise for the required repairs to be completed. I also require it to pay him £100 compensation for the avoidable delays caused and for not making an offer to complete the repairs sooner than it did.

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

Sally-Ann Harding
Ombudsman