

## **The complaint**

Mr H complains about how his insurer, Admiral Insurance (Gibraltar) Limited (Admiral), handled a claim under his motor insurance policy.

Any reference to Admiral in this decision includes their agents.

## **What happened**

On 26 November 2022 Mr H's vehicle suffered damage to its glass, which needed replacement. He contacted Admiral to tell them about the damage and arrange for the glass to be replaced. An appointment was arranged for 6 December. When the appointment was made, he said he was told it was likely to be earlier as priority would be given to cars that weren't roadworthy. He phoned Admiral about an earlier appointment but was told it wasn't possible. He received email confirmations for the appointment, but no-one attended on the date to carry out the work.

He contacted Admiral but was told they didn't have the appointment. He was then contacted by Admiral to say an appointment had been made for the following day but was then told the glass needed for his vehicle wasn't in stock (so he couldn't have a new appointment date).

Mr H contacted Admiral, unhappy at what had happened. Admiral said the glass for his vehicle was on order and they'd contact him to arrange its fitting once it was delivered. In acknowledgment of the distress, inconvenience and trouble caused to Mr H, Admiral awarded £50 in compensation.

Mr H responded (on 9 December) to say he'd accept the compensation if Admiral could arrange for temporary replacement glass to be fitted within two days. However, this didn't happen and when Mr H contacted Admiral he was told they couldn't arrange an appointment to fit permanent replacement glass until 28 December. Mr H then complained to Admiral.

Admiral upheld the complaint. In their final response, they acknowledged Mr H's concerns and confirmed the booking (for temporary glass replacement) on 15 December. They accepted they told Mr H they'd contact him if an earlier appointment became available. However, this hadn't been possible (so hadn't contacted him). They also confirmed the appointment (for permanent glass replacement) for 28 December. As a 'stock and appointment' business, bookings were subject to availability. So they confirmed their decision to offer £50 in compensation.

Mr H then complained to this service (20 December). He said Admiral had failed to carry out the work needed to repair his car on any of the dates they said they would. And he was still waiting for the glass to be replaced. He'd had to take time off work for appointments that weren't kept, and he'd had to use public transport while his car was off the road. He wanted the glass replaced sooner than the revised booking date and for the costs he'd incurred to be reimbursed.

Our investigator initially didn't uphold the complaint, concluding Admiral didn't need to do anything more. Based on the evidence available, they thought the delays in obtaining

replacement glass were outside Admiral's control (due to supply issues) so they couldn't be held responsible. They thought Admiral's offer of £50 compensation was fair.

Mr H made further representations. He thought Admiral should have offered the option of temporary glass replacement earlier than they did, which could have avoided some of the missed appointments and the consequent inconvenience and additional costs he'd incurred. He also didn't think Admiral's offer of compensation was fair.

Our investigator considered Mr H's response and further representations and issued a second view, in which he concluded that while some delays were outside of Admiral's control, they could have been more proactive in supporting Mr H, for example in offering a temporary glass replacement sooner than it did. Taking these factors into account, the investigator thought £250 would be fair compensation for the distress and inconvenience suffered by Mr H.

Admiral accepted the investigator's view, but Mr H didn't, saying he thought £500 compensation would be fair given the days he'd had to take off. Admiral didn't agree to the figure, so the complaint has been passed to me to consider.

### **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.

My role here is to decide whether Admiral has acted fairly towards Mr H.

The key issue in Mr H's complaint is the time taken for Admiral to replace the glass in his vehicle, first with temporary replacement glass (when it became apparent Admiral couldn't fit permanent replacement glass as they'd initially planned to do). And then to fit permanent replacement glass. Mr H says he had to take time off work for appointments that weren't kept by Admiral. And if permanent replacement glass wasn't available (due to shortages) then they should have offered the temporary replacement glass sooner than they did. Admiral accept there have been shortcomings in the service they've provided to Mr H and offered compensation (£50 initially and then accepting our investigator's view that a total of £250 would be fair). Mr H feels £500 would be fair.

In considering the complaint, I've looked at the sequence of events as set out above. It's clear Mr H was inconvenienced on several occasions, first by having an appointment made which wasn't kept (6 December) and then having a second appointment the following day cancelled. He was then offered an appointment for temporary replacement glass (15 December) but permanent replacement glass wasn't available until nearly two weeks after that (28 December). Which meant a month from the incident to having permanent replacement glass fitted.

Admiral say there were nationwide issues with the supply of replacement glass and that they operate on a 'stock and appointment' basis and bookings are subject to availability. While I accept what they say, I think they should have made Mr H aware of these issues sooner, and if there were the supply issues they mention, why they didn't offer the temporary replacement glass option sooner than they did – when Mr H had had two appointments either missed or cancelled at short notice.

Taking all these points into account, I think Mr H was inconvenienced to a greater degree than was necessary (I accept that having to have replacement glass fitted would always have meant some degree of inconvenience). And while some of the delays (the supply issues) were outside Admiral's direct control, the missed and cancelled appointments were their responsibility. So, I think compensation for inconvenience is fair in this case.

Thinking about what a fair and reasonable amount of compensation would be, I've taken into account the missed and cancelled appointments, and that temporary replacement glass could have been offered sooner (which would have reduced the inconvenience of missed, cancelled (and rescheduled) appointments). Mr H says he's had to take time off work and lost income as a result. I can understand why he feels he should be compensated for this. But our approach as a service in these situations is to consider what is fair and reasonable compensation for the inconvenience a business has caused to a consumer from its actions, where we don't think they've acted fairly and reasonably. It isn't to directly award sums based on the specific individual's lost income.

Looking at the circumstances of the case, I think Mr H did experience inconvenience from what happened. Having regard to the circumstances and the guidelines we operate to as a service, then I've concluded a total of £250 in compensation for inconvenience would be fair and reasonable (that is, £200 in addition to the £50 Admiral have paid Mr H – if they've already paid the £50).

### **My final decision**

For the reasons set out above, my final decision is that I uphold Mr H's complaint. I require Admiral Insurance (Gibraltar) Limited to:

- Pay Mr H a total of £250 in compensation for inconvenience (that is, £200 in addition to the £50 Admiral have paid Mr H – if they've already paid the £50).

Admiral Insurance (Gibraltar) Limited must pay the compensation within 28 days of the date on which we tell them Mr H accepts my final decision. If they pay later than this they must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 11 August 2023.

Paul King  
**Ombudsman**