

The complaint

Mr B complains that Admiral Insurance (Gibraltar) Limited mishandled a claim on his motor insurance policy.

What happened

The subject matter of the claim and the complaint is a hybrid sports utility vehicle, made by a large car manufacturer and first registered in 2021.

Mr B had the car insured on a comprehensive policy. He was the policyholder. The policy covered him and two family members as named drivers.

The policy was branded with the name of the car manufacturer. But Admiral was the insurance company responsible for dealing with any claim.

Mr B renewed the policy for the year from early June 2022. Any claim for damage (other than to a windscreen) was subject to an excess of £350.00.

Unfortunately, in late August or early September 2022, an accident damaged the car. Mr B made a claim to Admiral.

Admiral said it would arrange repair. But by late October 2022, Mr B had complained to Admiral that it was responsible for poor communication and delay.

By a final response dated mid-December 2022, Admiral upheld the complaint. It said it would organise repair and it was sending £150.00 compensation.

Mr B brought his complaint to us a few days later, asking for a repair and compensation.

our investigator's opinion

Unfortunately, Mr B didn't provide information as requested by early March 2023. So, at first, our investigator didn't recommend that the complaint should be upheld. He thought that Admiral's response had been fair and reasonable.

After Mr B provided information about the impact on him, the investigator changed his mind. He recommended that the complaint should be upheld. He thought that Mr B had suffered frustration, distress and inconvenience from i) delay, ii) expected repairs falling through; and iii) time and effort expended chasing this repair claim.

The investigator recommended that Admiral should increase its compensation offer from £150.00 to £350.00 total – so an additional £200.00.

my provisional decision

After considering all the evidence, I issued a provisional decision on this complaint to Mr B and to Admiral on 12 June 2023. I summarise my findings:

I was reviewing the complaint about Admiral's acts or omissions no later than the date of its final response in mid-December 2022.

Admiral's poor communication and lack of progress towards a repair was below any reasonable standard of service.

I'd thought about what Mr B had said about the impact on him. I accepted that there were many occasions when he interrupted his work to chase Admiral or its repairers for information or progress. He found this frustrating, and he felt like giving up.

Admiral hadn't responded to our recent question whether it had arranged repair –and if not, why not.

Subject to any further information from Mr B or from Admiral, my provisional decision was to uphold this complaint in part. I intended to direct Admiral Insurance (Gibraltar) Limited to:

1. unless it has, by a deadline of 28 July 2022, repaired the accident damage to the car, pay any repairer Mr B might instruct to repair such damage (in both cases subject to the policy excess); and
2. pay Mr B – in addition to the £150.00 already paid– an additional £200.00 for distress and inconvenience.

Neither Mr B nor Admiral has responded to the provisional decision. So I see no reason to change my view.

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.

The Financial Ombudsman Service is bound by the Financial Conduct Authority's dispute resolution rules. One of those rules is that – before we can investigate a consumer's complaint about a business – the consumer must first have made that complaint to the business and waited for up to eight weeks for a final response.

It follows that we can't usually investigate complaints about acts or omissions about which the consumer hasn't yet made a complaint to the business – including acts or omissions after the final response. With that in mind, I'm reviewing the complaint about Admiral's acts or omissions no later than the date of its final response in mid-December 2022.

From Admiral's file, I find that the circumstances of the accident were that Mr B's vehicle changed lanes and hit a third party's vehicle. I find that Mr B's vehicle suffered damage to its front passenger side but that it remained driveable.

I'm satisfied that Mr B made his claim to Admiral no later than 1 September 2022. That's the date Admiral started its claim notes. The final response said that Mr B reported the accident in late October 2022, but I find that is incorrect.

From the claim notes, I find that Admiral had told Mr B that it had instructed a repairer. But when he or his wife contacted that repairer about a week after the accident, it said it had no instructions from Admiral.

In late October 2022 (around the time Mr B first complained) Admiral said it had instructed the repairer. But again the repairer said it had no instructions from Admiral.

In early November 2022, Mr B followed up his complaint. Admiral instructed the repairer, but it asked Admiral to redirect the work. I accept Mr B's recollection that Admiral gave him the name of another repairer, but it didn't contact him.

I consider that Admiral's poor communication and lack of progress towards a repair was below any reasonable standard of service.

I've thought about what Mr B has said about the impact on him. I accept that there were many occasions when he interrupted his work to chase Admiral or its repairers for information or progress. He found this frustrating, and he felt like giving up.

Putting things right

I consider that it is fair to direct Admiral to pay Mr B – in addition to the £150.00 already paid – an additional £200.00 for distress and inconvenience.

As I've said, I'm not looking at any complaint about Admiral's further acts or omissions after mid-December 2022, such as its failure to get a repairer to contact Mr B after the final response or in February 2023.

Nevertheless, Admiral hasn't responded to our question whether it has arranged repair – and if not, why not. So I find it fair and reasonable to direct that unless Admiral has by a deadline of 28 July 2022, repaired the accident damage to the car, Admiral shall pay any repairer Mr B might instruct to repair such damage (in both cases subject to the policy excess).

My final decision

For the reasons I've explained, my final decision is that I uphold this complaint. I direct Admiral Insurance (Gibraltar) Limited to:

1. unless it has, by a deadline of 28 July 2022, repaired the accident damage to the car, pay any repairer Mr B might instruct to repair such damage (in both cases subject to the policy excess); and
2. pay Mr B – in addition to the £150.00 already paid – an additional £200.00 for distress and inconvenience.

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

Christopher Gilbert

Ombudsman