

The complaint

Miss W complains about poor service and delays in Admiral Insurance (Gibraltar) Limited's (Admiral) handling of her claim following an accident when driving, under her motor insurance policy.

What happened

Miss W damaged her car when driving in May 2022. She contacted Admiral and it made arrangements for the repairs. The repairer couldn't take her car until June. But Admiral was unable to find a repairer that could repair her car sooner. She was told this type of repair would normally take two to five days.

Miss W says Admiral was made aware her car had to be returned to the lease company on 24 July. But it took until 19 August to complete the repairs, and she wasn't given any notice prior to this being completed, which caused further delays

Miss W says she had to pay a daily fee to the lease company, as she couldn't return the car on time. In addition, the courtesy car rear doors wouldn't unlock, and the boot was difficult to open. This made it difficult for her as she has a young child with a car seat in the rear. She also discovered the bonnet wasn't closed correctly and had to stop on a dual carriage way to secure it.

In its final complaint response Admiral says Miss W's car was booked in for repairs on 27 June 2022. The estimated completion date was 8 July. It says parts were ordered as soon as the repair estimate was authorised by its engineer. But there was a backlog on the manufacturer's side with these parts. It says its repairer wasn't at fault for the delay and it isn't responsible for Miss W's lease fees.

Admiral offered £100 compensation for the faults with its courtesy car, the lack of notice prior to the completion of the repairs, and for sending Miss W another customer's details.

Miss W didn't think this outcome was fair and referred the matter to our service. Our investigator upheld her complaint in part. He says Admiral should pay £250 compensation in total for the issues described. He agreed with the business that it wasn't responsible for paying Miss W's lease fees.

Miss W says this doesn't resolve her complaint as she is still out of pocket as a result of errors on Admiral's part. She asked for the matter to be considered by an ombudsman.

It has been passed to me to decide.

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've decided to uphold Miss W's complaint in part. I'm not asking Admiral to pay the lease fees Miss W incurred. I understand this will come as a disappointment to her.

But I'll explain why I think my decision is fair.

Miss W's accident occurred on 12 May 2022, and she claimed to Admiral two days later using its online portal. The car was driveable and described as having some dents and scratches. Admiral appointed a repairer to fix the car shortly after. On 26 May I can see Miss W called to ask if another repairer could be used. She'd been told there were issues obtaining parts. The records say another repairer was contacted but had the same issues. It was agreed for the car to remain with the original garage.

A call record from 21 July 2022 says Miss W's vehicle was due back with the lease company in two days' time. It says a fee will be incurred if it isn't returned. The notes say the repairs haven't started yet. It's queried whether a cash in lieu payment could be provided to pay the lease company to deal with the repairs. The claim records say that the following day the repairer's engineer needs to review and advise on alternative methods of dealing with the claim.

Miss W chased Admiral on 25 July 2022 to see what was happening with the repairs. It told her it was awaiting a response from the repairer. However, it confirmed she could continue to use the courtesy car, and be indemnified when driving it by Admiral, despite her policy now having expired.

The next entry in the claim record is from 19 August 2022. This is when Miss W was told her car was ready to collect.

I asked Admiral if it offered a cash in lieu payment to Miss W to allow the lease company to arrange the repairs. It responded to say there were no claim notes showing this was offered.

Miss W says she paid around £300 in additional lease fees because of the delay in repairing her car. I've thought about whether Admiral could've done any more to speed up the repair process.

When responding to my query about the cash payment, Admiral sent a copy of its full repair record. A note from July 2022 says one of the parts from Miss W's car can't be found anywhere. The note shows a number of possibilities were tried to find an alternative source for the part needed. This also included a search using a publicly available online marketplace. The note says the part wasn't available via any of the sources Admiral's agents tried.

I'm aware of the supply issues that Admiral has referred to. I accept this has been a problem for the industry. But we expect Admiral to consider all options. This includes trying different sources when order delays impact its ability to repair vehicles effectively and in a reasonable timeframe.

From what I've read I think efforts were made to source parts from different places, but unfortunately this wasn't possible here. It doesn't appear that the reference to a cash payment was followed up on. But it's not clear that the lease company would've accepted a payment in lieu of repairs. Or if Admiral's settlement offer would've covered the cost the lease company would've charged to arrange the repairs – if this was an option.

I've thought about Miss W's comments that she wasn't told until around 2pm that her car needed collecting the same day, and she must return her courtesy car. This caused her distress as she couldn't arrange to collect the car at such short notice, and she was no longer insured to drive it. She also needed to liaise with the leasing company, as the car had to be returned to it. Miss W explains that she needed the courtesy car to collect her son from nursery, which caused her further distress. Admiral acknowledges that its repairer didn't

communicate the completion date to Miss W.

I think this point could've been handled better by Admiral's repairer. It's fair that it compensates Miss W for the distress and inconvenience its actions caused.

I asked Admiral if it could provide a call recording from when Miss W says its repairer spoke to her rudely. It says the garage is no longer one of its approved repairers and given the time elapsed there's no guarantee it will be available.

I have no reason to doubt Miss W's recollection of this call. In the circumstances I think it's fair that Admiral compensates her for the distress this caused.

In her submission to our service Miss W says she received an email from Admiral's repairer that contained someone else's name, address, car details and registration. She's concerned that her details could've been passed to someone else. I can see from its final complaint response that Admiral says it informed its repairer of this issue. It says it had provided the information Miss W highlighted so it could investigate and prevent issues arising in future.

I can understand why Miss W was concerned about her information and whether it was secure. However, it hasn't been shown that her information has been shared with someone else. I think it's reasonable that Admiral notified its repairer of this issue.

Miss W's courtesy car didn't have functioning rear doors, and the boot couldn't be opened without some difficulty. I acknowledge what Miss W says about the problems this caused her when trying to get a young child into a child seat in the rear of the car. This must have been frustrating and caused inconvenience. It must also have been distressing to have to stop the courtesy car on a dual carriage way in order to shut the bonnet correctly. I don't think it's reasonable that Admiral's repairer supplied a car with these defects, including an unsecured bonnet. In the circumstances I think it's fair that it compensates Miss W for the hassle and distress this caused her.

Having considered all of this I don't think Admiral's repairer provided Miss W with a good standard of service. To acknowledge these failings, I agree with our investigator that it should pay her a total of £250 compensation. But as discussed I don't think Admiral is responsible for paying Miss W's lease fees.

My final decision

My final decision is that Admiral Insurance (Gibraltar) Limited should:

- pay Miss W a total of £250 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W to accept or reject my decision before 11 December 2023.

Mike Waldron
Ombudsman