

## **The complaint**

Mr D complains about the way Admiral Insurance (Gibraltar) Limited handled a claim under his motor insurance policy.

Any reference to Admiral includes the actions of its agent.

## **What happened**

The circumstances of this complaint are well known to both parties, so I've summarised what's happened.

- Mr D made a claim on his motor policy when the rear windscreen of his vehicle was damaged.
- An appointment was made for Admiral to repair Mr D's windscreen, but the technician didn't attend.
- A subsequent appointment was arranged but the technician said the windscreen couldn't be replaced due to the position of the spoiler. Mr D was advised to take his car to a body shop to have the spoiler removed – which he did at a cost to himself.
- Admiral's technician re-attended and fitted a new rear windscreen. Mr D says that following this he found glass in his vehicle and a rattling noise has started coming from his boot.
- Mr D complained to Admiral about the service he received saying he'd had to spend time chasing Admiral for updates on bookings, and that his father had taken time off work to wait for the technician - who didn't arrive. He said his name being spelt incorrectly meant he failed to receive email notifications and he didn't think it was fair he'd had to pay for the spoiler to be removed.
- In reply Admiral apologised for the difficulties Mr D had experienced and paid £35 compensation.
- Mr D remained unhappy and brought a complaint to this Service. An Investigator upheld the complaint and said Admiral should: pay £150 compensation in total; cover the costs Mr D incurred in having the spoiler removed; investigate the noise emanating from Mr D's car's boot.
- Mr D accepted the Investigator's findings. Admiral replied saying:
  - It wasn't responsible for the noise from Mr D's boot which could have been caused by glass (from the incident) entering the vehicle's body casing and making a noise upon movement of the car.

- The technician would only be expected to clean visible glass at the time of the repair.
- The spoiler bolts had ceased, and as this wasn't something the technician could resolve, the vehicle needed to go to a body shop before the windscreen could be replaced.
- The Investigator considered Admiral's comment, but maintained her position, and so, the complaint has been passed to be for an Ombudsman's 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.

Having done so, I agree with the outcome our Investigator reached, and I'll explain why.

*Should Admiral cover the cost of having the spoiler removed and replaced?*

The starting point is the policy document which says under 'Cover for your windscreen':

*"If there has not been any other loss or damage, we will pay to: Repair or replace broken glass in your vehicle's windscreen, windows or sunroof."*

So, I'm satisfied the policy makes it clear a damaged windscreen will be repaired or replaced so long as there's no other loss or damage. Admiral has replaced the windscreen – thus accepting there wasn't any other or loss damage - but in doing so, asked Mr D to have the spoiler removed at a cost to himself so it could complete the repair. It said this was because the spoiler bolts had stopped working.

So, I've considered whether the removal of the spoiler should be covered by Admiral and in doing so, I've looked at "*What is not covered*" under the Windscreen section of the policy. I note there's no reference to ancillary costs – or put another way, costs which are required to enable the repair or replacement to take place. Ultimately, Admiral's obligation was to replace the windscreen and it couldn't do so without removing the spoiler. Whilst Admiral has said its technician couldn't do it because the bolts had ceased, it hasn't been able to point to an exclusion which persuades me that the cost of removing the spoiler isn't covered under the policy. And so, I agree with our Investigator that Admiral should reimburse Mr D the cost of having the spoiler removed and replaced (subject to proof of payment).

### *Outstanding issue*

Mr D has complained to Admiral saying a rattling sound is emanating from the boot of his car and that it started after his rear windscreen was replaced. Admiral has suggested the noise is to do with fragments of glass (from the original incident) becoming encased in the body of the vehicle and then moving about when the car is driven. It said it's not to do with its technician's workmanship. But without physically reviewing Mr D's vehicle, I'm not persuaded the issue has been explored sufficiently.

Given the matter is ongoing, I'm not going to decide whether Admiral needs to do any further work, but I am going to direct them to send an agent to physically review and investigate whether the rattling originates from the repair. It should share its findings with Mr D and consider whether it needs to take any further steps under the policy. Should the matter not be resolved, this is a matter this Service may look into in the future.

## *Compensation*

Admiral has accepted the service it provided when arranging appointments and keeping Mr D informed fell short of what he could expect to receive. Whilst it's paid £35 compensation, I don't consider this reasonably reflects the difficulties he's experienced. Understandably, the technician failing to arrive for a scheduled appointment inconvenienced Mr D and meant he was without a repaired windscreen for longer than he needed to be. And not receiving emails due to his name being incorrectly spelt was an avoidable problem. This, coupled with the time Mr D spent chasing for updates, satisfies me that the compensation recommended by the Investigator – namely, £150 – is fair in the circumstances.

I'm aware Mr D has said his father was inconvenienced because of Admiral's shortcomings, but I'm not able to consider the impact on third parties and so, I won't be awarding compensation in respect of his father.

## **My final decision**

My final decision is I uphold this complaint and direct Admiral Insurance (Gibraltar) Limited to:

- Pay £150 compensation in total (it can deduct £35 from this amount if it's already been paid). Admiral must pay the compensation within 28 days of the date on which we tell it Mr D accepts my final decision. If it pays later than this, it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% a year simple.
- Reimburse Mr D the cost of having the spoiler removed and replaced (subject to proof of receipt). 8% a year simple interest should be added from the date Mr D made payment to the date he's reimbursed by Admiral.
- Send an agent to physically review Mr D's car to determine if the rattling noise is connected to the replacement windscreen works. The findings of which should be shared with Mr D, and Admiral must consider whether it needs to take further steps under the policy in respect of this matter.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 12 September 2023.

Nicola Beakhust  
**Ombudsman**