

The complaint

Miss G has complained about her car insurer Admiral Insurance (Gibraltar) Limited regarding repairs it carried out to her car after it was damaged during a storm.

What happened

Miss G's car suffered impact damage to the front end and windscreen during a storm. Admiral took it for repair which included it fitting a new windscreen. After taking the car back Miss G was concerned that there was air in-flow from around the windscreen and increased cabin noise from the engine. Admiral said Miss G had to get the car inspected. Miss G did so and, in the meantime, in a final response, Admiral confirmed its position in that respect.

Miss G complained to the Financial Ombudsman Service and our Investigator said Admiral needed to investigate the issues and the work it had completed, carrying out any further work found necessary. She felt it should also pay £200 compensation. Admiral agreed, paid the compensation and appointed an independent engineer (IE). The IE went for a drive in the car with Miss G. He said the air and noise were likely normal for the car – although the in-flow could be combatted by keeping the car's climate control on low. Miss G, referring back to our service, said she hadn't always kept the climate control on before the car was damaged in the storm.

Our Investigator thought the faults with Miss G's car were likely the result of poor work completed by Admiral's garage. He said Admiral should pay for Miss G's car to be fixed privately, along with paying to keep her mobile whilst that was done. Also, that it should pay a further £100 compensation. Admiral didn't agree to the outcome and the complaint was referred to me for an Ombudsman's consideration.

I also felt minded to uphold the complaint. But my reasoning and award differed from those set out by our Investigator. So I issued a provisional decision to share my views with both parties. My provisional findings were:

"In short, I do think Admiral has failed Miss G here. It has known for a long time now that she has concerns about the efficacy of, particularly, the windscreen repair. And she presented evidence to it, in line with its own request to see such, that there was likely a problem with the windscreen itself.

Miss G's evidence regarding the windscreen is not a full formal report from a motor engineer. Rather her local manufacturer garage has noted on her MOT invoice that:

"Windscreen was replaced in November by insurance company. Air coming in at bottom of windscreen, Confirm [sic] customer concerned windscreen not fitted correctly to vehicle not due to any manufacturer fault".

I accept that this is not clear proof that Admiral did poor work. I say that as it's a brief comment, not very well worded and it's not clear who made this finding or how or in what capacity. But I think it should have been enough to prompt Admiral to review the windscreen fitment. This is something though which it has never done.

Even following our first Investigator's view, which said Admiral should investigate both the faults and the work it had completed, which Admiral agreed to, the windscreen was not assessed. Rather the IE considered and reported on the faults. His report does show that he too experienced air in-flow from the area at the base of the windscreen. I can understand Miss G's concern at his conclusion that she should merely mitigate that in-flow by always keeping the car's climate control switched on, on a low setting.

The IE also describes that the fans, with the climate control switched on, were directed at the floor – and yet he reports that stopped the air in-flow from around the windscreen. He hasn't explained how or why that might be, only stating some air in-flow is normal and "in my opinion the climate control is not usually turned off and only set to a comfortable temperature". Miss G also reported that the IE said he always keep his car's climate control on low – so he thinks Miss G should too. Even the formal report comments by the IE don't, to me, feel like a very technical finding. And when I couple that with the fact the fitment of the windscreen itself doesn't seem to have been tested, I don't think Admiral has done enough to show it has correctly fitted Miss G's windscreen.

So I've thought about what should be done now. It feels unreasonable to suggest that further tests alone are done at this stage – but also unfair to say Miss G needs to find out how to fix the problem and arrange for that, whilst tying Admiral into covering all the unknown costs for doing so. My award has to be workable in practice – which means it needs to be clear so that both parties know what is expected.

In the circumstances here it is clear to me that the issue in contention all along seems to have been the windscreen. And I come back to the fact that the only evidence available, post Admiral's repair, about the windscreen itself – the note on the MOT – indicates a fault with how the windscreen was fitted. So I propose to require Admiral to have one of its approved windscreen repairers, not the garage that fitted the windscreen initially, to take out and re-fit the windscreen. Then, Admiral will have to have an IE, not previously involved in the claim or complaint, assess and report on the windscreen to confirm it has been fitted properly – with Admiral, there and then, fixing any issues of concern should any be found. That should ensure a proper repair is finally completed.

Admiral should minimise any disruption to Miss G whilst carrying out this refit and assessment. So it should arrange to collect Miss G's car from her at a location to suit her, providing to her in exchange, a car similar to her own (as detailed in the policy) for her to use whilst it has her car. When her car is ready to be returned, Admiral should arrange a further, similar exchange.

I think Miss G has been frustrated by Admiral over this issue. I note that when it had the IE visit Miss G, it didn't subsequently write to her confirming the outcome of those enquiries. I also know that every time Miss G has used her car, she's been unhappy with the noise in the cabin and that she's often had to either experience lower than normal temperature in the cabin, or switch on the climate control when she otherwise wouldn't have done. I can see that her enjoyment in driving the car has been affected. I think that £300 total compensation is fair and reasonable in the circumstances here."

Miss G said she was happy with the outcome. But wanted to emphasise that she'd been invited to get comment from her local dealer, which she did (in the MOT invoice), only for Admiral to ignore it.

Admiral said it disagreed with the outcome. It provided some comment which it said was from a senior engineer. The engineer said the MOT invoice was not more compelling than the IE's finding – with the IE's report being detailed about the process undertaken to

determine the problem. The engineer said anyone inspecting the car would easily discern a difference between a problem with the climate control and a poorly fitted screen.

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.

I note Miss G's comment. I was aware of that detail when forming my provisional decision.

I note Admiral's concern with the outcome. I did explain provisionally that, in my view, the MOT invoice wasn't wholly compelling – but that it should have been enough to make Admiral review how the windscreen had been fitted. My point about the IE's report was that despite Admiral having agreed to review that work – the fitting of the windscreen – that was still not done. In the circumstances I remain of the view that the fair and reasonable outcome here is as I provisionally stated.

Putting things right

I require Admiral to:

- Remove and re-fit the windscreen in Miss G's car via one of its approved windscreen repairers (not the garage who completed work before). With the fitting being assessed and reported on by an IE who hasn't previously been involved in the claim or complaint. Should the IE find any issues with the fitment at that stage, they should be fixed.
- To facilitate the above; collect Miss G's car from her, at a location suitable to her, exchanging it for a similar car for her to use whilst the above redress point is completed. Once it is, arrange a similar exchange to return Miss G's car to her.
- Pay a further £100 compensation (where the total award is £300 but £200 has already been paid).

My final decision

I uphold this complaint. I require Admiral Insurance (Gibraltar) Limited to provide the redress set out above at "Putting things right".

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss G to accept or reject my decision before 19 October 2023.

Fiona Robinson
Ombudsman