

The complaint

Miss O complains about how Admiral Insurance (Gibraltar) Limited handled a claim she made on her motor insurance policy.

What happened

In July 2023 Miss O's unattended car was crashed into whilst parked on her drive by another driver. She contacted Admiral and they arranged for repairs to be completed. Miss O says the standard of the work was poor and she had to return her car to the repairer twice. Miss O says Admiral then instructed an independent assessor to look at the car after it had come back from repairs the second time. This was because Miss O was concerned about the quality of the repairs.

The independent assessor's report noted issues with the door alignment, paint damage to the door frame, and damage to plastic inner trims. They recommended Admiral deal with the claim under a cash settlement for the cost of these repairs. But Miss O wasn't satisfied with the report – she said it wasn't comprehensive and had missed issues. She had her car inspected by a main dealer who told her the boot and bonnet were out of alignment. She complained to Admiral about the quality of repairs and the independent assessor's report missing these issues.

In their final complaint response dated October 2023, Admiral referred to the independent assessor's report carried out and said they would need evidence to show any additional damage was accident related. Admiral also concluded Miss O would need to pay her excess regardless of whether she was at fault or not as she was making a claim on her own policy.

Miss O didn't feel she'd been treated fairly and referred the matter to this Service. An Investigator looked at what happened and recommended the complaint be upheld. She thought Admiral's response to Miss O's complaint was largely fair as they had relied on their independent assessor's report and said if Miss O disagreed, she'd need to get her own report commissioned. She said Admiral should make a payment in line with the report to pay for the repairs identified. And she also thought Admiral should pay a further £100 in compensation to acknowledge the poor service and time taken to resolve the claim.

Admiral agreed with the Investigator's outcome and said they would pay the additional compensation and cost of repairs. But Miss O didn't agree - she said the independent assessor's report was factually incorrect and hadn't included all the damage. She also thought additional compensation was justified for the impact the failed repairs had on her and the costs of travelling to the garages. She also wanted Admiral to refund her excess as she didn't feel this was fair to charge her for a non-fault claim.

As Miss O disagreed with the Investigator's recommendations, the matter 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 this complaint – I'll explain why.

I sent an email to both parties outlining my provisional thoughts in October 2024. In summary, I said I was minded to reach a different outcome than the Investigator, and I provided additional details around my reasons for doing so. This is because the complaint had progressed due to Miss O providing more evidence since the Investigator issued their outcome.

The Investigator originally based her findings on the independent assessor's report Admiral commissioned and said because the report hadn't picked up the issues Miss O had referred to, she wasn't persuaded they were accident related. But since then, Admiral commissioned a new independent assessor's report and issued a new final response. Admiral said an incorrect instruction was sent to the independent assessor and as a result the appropriate inspection was not carried out. The new independent assessor's report now concludes the original repairer damaged the bonnet, and then removed, painted and reinstalled it in the wrong place. There are also issues with the rear door alignment. The reports suggests all the issues identified require investigation and rectifying.

I explained to Admiral I was mindful the recommended new inspection could raise further issues which needed to be resolved with even more works, and this could require Miss O to spend more time taking the car to garages for repairs. I can see this has been a major inconvenience for Miss O in trying to deal with this complaint and I was conscious of adding further inconvenience to this process given how long it has taken. I initially explained, as Miss O had requested some months ago, I would likely direct Admiral to write off the car and pay Miss O the pre-accident value for them to conclude the claim – as well as making an award of compensation for distress and inconvenience caused.

In their second final response, Admiral confirmed their mistake and made an award of £275 to reflect the inconvenience caused. I can see since then they've also agreed to write the car off instead of carrying out further repairs. This means I don't need to make a finding on whether Admiral have acted unfairly; because they have already confirmed a mistake was made. As I'm satisfied Admiral did something wrong here, and they've also carried out the remedy I would have directed them to do, I only need to consider what the impact of the mistake was and what steps they've taken to address this in order to conclude this complaint.

What was the impact

I've thought about the experience Miss O had when dealing with this claim. I haven't detailed everything here – but I've considered everything Miss O has said about the impact on her. I have sympathy for Miss O's complaint points. And I can only imagine how frustrating it would have been for her to tell Admiral about the problems she identified, only to be told the independent assessor's report didn't agree. But for this to then be reversed several months later and show Miss O was correct in her concerns from the start.

I can also appreciate Miss O was left in a position without a fully functioning or suitable car for a considerable period of time. And she's also had to spend a lot of time and money trying to resolve these issues on her own. I think Admiral could have agreed to write off the car much sooner and avoided a lot of the issues Miss O experienced.

Putting things right

I appreciate Miss O was originally awarded £150 and since then, Admiral have made a further award of £275 – a total of £425.

In respect of the losses Miss O has outlined – namely fuel, a new tyre, and insurance premiums, I do not consider these are losses I can make an award for, as they would be considered uninsured losses under the policy.

In respect of suitable compensation for distress and inconvenience caused; Miss O has outlined in detail the impact Admiral's actions had on her. I haven't detailed everything here but I've considered everything Miss O has said about the impact on her. And having thought about everything that's happened, I think a total sum of £750 (inclusive of Admiral's previous compensation offers) is a suitable sum to recognise the impact of their actions.

In respect of any issues Miss O has experienced since Admiral wrote off her car, she would need to raise these as part of a separate complaint with Admiral in the first instance, as I am unable to consider them here as part of this decision.

My final decision

For the reasons given above, my final decision is that I uphold this complaint and require Admiral Insurance (Gibraltar) Limited to:

- Pay compensation of £750 (inclusive of their previous award of £425). This means Admiral Insurance (Gibraltar) Limited should pay Miss O an additional £325.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss O to accept or reject my decision before 3 December 2024.

Stephen Howard

Ombudsman