

The complaint

Mr M and his son Mr M complain that Admiral Insurance (Gibraltar) Limited is responsible for damage in connection with a claim on a motor insurance policy.

Where I refer to Mr M, I refer to Mr M the son. I will refer separately to Mr M's father.

What happened

The subject matter of the claim and the complaint is a 3-door hatchback car, first registered in 2018.

For the year from late February 2023, Mr M's father had a policy with Admiral. From at least early March 2023, Mr M's father or Mr M owned the hatchback and the policy covered it. The policy covered Mr M's father as policyholder. The policy also covered Mr M and another family member as named drivers.

By November 2023, the car had four vinyl decals, two on the nearside and two on the offside.

Unfortunately, Mr M reported that in November 2023, an unidentified third party had damaged the rear offside of the car. In December 2023, Admiral's repairer received the damaged car.

In late December 2023, the repairer delivered the car back to Mr M and his father. Later, they complained to Admiral that the repairer had removed the vinyl decals without permission and there was a new dent on the front nearside. They also complained about communication from the repairer.

By a final response dated 8 January 2024, Admiral turned down the complaint but said the repairer offered to pay for replacement of the vinyl. Mr M and Admiral each sent further emails.

Mr M and his father brought their complaint to us in mid-January 2024. Mr M said that Admiral's repairer had admitted that they removed two vinyls on their own accord. Mr M asked us to hold Admiral liable for the removal of the decals and for the dent and to pay compensation for the stress caused to him and his parents.

By an email dated 17 January 2024, Admiral included the following:

*"...the dent on the vehicle is pre-existing damage therefore we will not be covering this regardless. Out of goodwill and gesture the approved repairer have stated that they will be willing to sort this for you.
£100.00 Distress and Inconvenience Payment. Payment will be raised in the form of a cheque..."*

our investigator's opinions

In late March 2024, our investigator didn't recommend that the complaint should be upheld. He said that Admiral had offered £100.00 compensation, with the garage replacing the decals and repairing the dent. The investigator thought that Admiral's offer was fair and reasonable.

Mr M and Admiral provided further information. The investigator changed his view. He no longer thought that Admiral had acted fairly. He recommended that Admiral should:

1. cover the cost of Mr M and his father arranging the vinyl replacements themselves; and
2. arrange for the dent to be repaired; and
3. provide a courtesy car during the dent repair and vinyl replacement; and
4. pay Mr M and his father £300.00 compensation.

Admiral disagreed with the investigator's changed opinion. It asked for an ombudsman to review the complaint.

Mr M said that the repairer or its head office rang him in mid-August 2024 and he felt it was underhand.

my provisional decision

After considering all the evidence, I issued a provisional decision on this complaint to Mr M and his father Mr M and to Admiral on 30 August 2024. I summarise my findings:

The dent was present before Mr M reported damage to the rear of the car. So I wasn't minded to find it fair and reasonable to direct Admiral to repair (or pay for repair) of that dent – or to provide a courtesy car during such repair.

Mr M sent us an estimate from a vinyl supplier. That was for £195.00 plus VAT. When we passed that on to Admiral, it said that its engineers had said the cost should be about £30.00.

Subject to any further information either from Mr M and his father Mr M or from Admiral, my provisional decision was that I upheld this complaint in part. I intended to direct Admiral Insurance (Gibraltar) Limited to pay Mr M and his father Mr M (jointly) in addition to its payment of £100.00:

1. £30.00 for the two front decals; and
2. £200.00 for distress and inconvenience.

Mr M disagreed with the provisional decision. He says the following:

- *Admiral had originally mentioned that they would repair the dent, then they said they would not (this is conflicting information), one of the very early phone calls mentioned that Admiral would have to repair the damage no matter what, as unauthorised actions had been taken [by] the garage, to be interfering with other section of my vehicle, nowhere near the site of damage which the vehicle was initially taken in for.*
- *There was no evidence of a dent before the repairs, the vehicle was inspected by the garage workers, a dent was found after the works had been done.*

- *Admiral has an obligation to return my vehicle to its original pristine condition - that's why I pay for fully comprehensive insurance.*
- *What is the reasoning behind why it would not be "fair and reasonable" for Admiral to not repair the additional damage to my vehicle, should I be left to pay for this additional damage, which the garage has harassed me multiple times to pay £500 if I want it to be repaired.*
- *It is only reasonable for myself to be supplied with a courtesy car during the repair of my vehicle as this is what I pay for as part of my insurance policy.*
- *With regards to the vinyl replacement and installation, this estimate is not inline with the year 2024. Please can the engineer notify myself where vinyl's can be purchased and installed at a collective price of £30, I guarantee no professional installer will give this evaluation (as shown from my quotation).*
- *Lastly, my strong disagreement with this provisional decision is supported by [the investigator's changed opinion] since they differ greatly it went from my vehicle being repaired and vinyl's replaced and installed, to this not taking place, very bewildering and concerning especially as this case has been going on for 10 months, causing myself a lot of stress, really putting a strain on my mental health especially during this cost of living crisis....*
- *If the dent was present originally, it would not be possible to place a vinyl on top without imperfection (i.e air bubbles that would allow moisture and water to enter during particular weather conditions, eventually causing it to loosen and fall off), as a flat and smoother surface is required.*
- *Therefore it is evident that a dent was never present when the garage recieved the vehicle.*
- *Also, I must question why the vinyl was removed by the garage and why I recieved a phone call from one of the workers from the garage saying that there was a dent in my vehicle, which the manager tried to later dismiss saying that it was mistaken for another [car of the same model] which happend to also be [the same colour] and have the exact same vinyls.*
- *This was also reported to Admiral within that time period therefore, there should be a record of this, further proving my point of why Admiral and the garage are liable for the repair of the dent, the provision of a courtesy car during the repair period and the purchase and installation of the vinyls, especially as the garage had no authorisation to work on that area of my vehicle, hence causing more suspension of the vinyl removal.*
- *Lastly the idea of them saying that the reason behind the viynl removal was because of them respraying my whole vehicle has been debunked as this is how I recieved the initial £100 compensation from Admiral, as shown within the final phone conversations."*

Admiral responded to the provisional decision by saying that it had nothing further to add.

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've seen photographs of decals on the offside of the car. They are very small stickers, incorporating a motif of a chequered flag. One of them is on the rear wheel arch near to the damage that Mr M claimed for. The other is on the door below the wing mirror.

I've also seen a photograph of a small dent in the nearside door below the wing mirror. I find it likely that someone had (at minimal cost) covered the small dent on the nearside door with a decal and then put a decal on the offside door to match. So I accept that the dent was present (but covered up) before Mr M reported damage to the rear of the car.

I accept Mr M's statement that the repairer removed the two front decals without asking him. In any event, I'm not persuaded there was any good reason for the repairer to remove the decal from the front nearside.

However, that doesn't change my view that the dent was present before Mr M reported damage to the rear of the car. So I don't find it fair and reasonable to direct Admiral to repair (or pay for repair) of that dent – or to provide a courtesy car during such repair.

I consider that Admiral is responsible for the loss of the two front decals.

I accept Mr M's statement that the repairer or its head office recently telephoned him and asked him to pay about £500.00 and he felt it was harassment. So I don't consider that it would be fair and reasonable to expect him to allow the repairer to have his car again.

Mr M sent us an estimate from a vinyl supplier. That was for £195.00 plus VAT. When we passed that on to Admiral, it said that its engineers had said the cost should be about £30.00.

In the context of a 2018 hatchback with small after-market stickers, I don't find it fair and reasonable to direct Admiral to pay a vinyl supplier to install replacements at an estimated cost of £195.00 plus VAT. I accept that there must be more reasonable alternatives.

I find it fair and reasonable to direct Admiral to pay Mr M and his father its engineer's estimate of £30.00. As Mr M and his father haven't yet incurred any such cost, I won't direct Admiral to add interest.

I consider that Admiral is responsible for its repairer unnecessarily removing the front decals and uncovering the dent.

I consider that Admiral is also responsible for some poor communication with Mr M including by its repairer. For example, Admiral gave conflicting information about whether Mr M had agreed to the removal of the front decals.

For a further example, I've not been persuaded that the repairer told Mr M about the dent before or at the time of delivering the car back to him.

For a yet further example, the email dated 17 January 2024 contained conflicting information about whether Admiral's repairer would be willing to "sort" the dent free of charge to Mr M and his father.

For another example, Admiral's response to the investigator's changed opinion included incorrect references to a dent on the driver's door instead of the passenger's or nearside door.

I've thought about Mr M's mother and I find it likely that she was the other named driver.

However, she hasn't joined in the complaint to us, so the Financial Conduct Authority's rules don't allow me to add any compensation for any distress and inconvenience Admiral caused her.

Mr M was a relatively new driver, and he clearly cares about the appearance of his car and the statements Admiral was making. I consider that Admiral's unnecessary removal of the front decals and its poor communication caused Mr M significant disappointment, frustration and unnecessary waste of time in contacting Admiral. His father also suffered, including through the distress of his son.

Mr M's response to the provisional decision

Mr M's central point is that there was no dent before the garage received his car. He says that if the dent was present originally, it would not be possible to place a vinyl on top without imperfection.

However, Mr M hasn't explained the positioning of the sticker on the offside door. So he hasn't changed my view that someone had (at minimal cost) covered the small dent on the nearside door with a decal and then put a decal on the offside door to match.

Mr M also says that Admiral's engineer's estimate of £30.00 isn't in line with current prices for vinyl replacement and installation.

However, the vinyls were small stickers and I find the engineer's estimate more persuasive and reasonable than Mr M's supplier's estimate of £195.00 plus VAT.

Mr M has given further examples of poor communication by Admiral or its repairer. That includes conflicting information.

However, that wouldn't be enough to change my view about the impact of poor communication on Mr M and his father.

Putting things right

I conclude that it's fair and reasonable to direct Admiral to pay Mr M and his father (jointly) in addition to the payment of £100.00, a further £200.00 for distress and inconvenience.

My final decision

For the reasons I've explained, my final decision is that I uphold this complaint in part. I direct Admiral Insurance (Gibraltar) Limited to pay Mr M and his father Mr M (jointly) in addition to its payment of £100.00:

1. £30.00 for the two front decals; and
2. £200.00 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M and Mr M to accept or reject my decision before 4 October 2024.

Christopher Gilbert
Ombudsman