

The complaint

Mr H complains Admiral Insurance Company Limited (Admiral) provided a poor level of service when he made a claim on his motor insurance policy after a collision. And that his car was returned to him with additional damage that wasn't caused by the collision.

There are several parties and representatives of Admiral involved throughout the complaint but for the purposes of this complaint I'm only going to refer to Admiral.

What happened

In November 2023 Mr H's car was damaged in a collision. He made a claim on his motor insurance policy. The car was assessed by Admiral and found to be uneconomical to repair.

Mr H decided to keep the salvage of his car. When it was returned to him he found additional damage to it, which was not there before the collision.

Admiral accepted that whilst Mr H's car was at its approved salvage agent, additional damage was caused. It offered to pay £354.19 to replace the front bumper and offered £225 compensation.

Mr H said there was more damage than just that of the bumper.

Because Mr H was not happy with Admiral, he brought the complaint to our service.

Our investigator upheld the complaint. They looked into the case and said Admiral should pay for all the additional parts Mr H had to purchase, and having considered events overall, which included delays in returning his vehicle, it should pay him £400 compensation.

As Admiral is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

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.

Damage

Admiral undertook an investigation after Mr H made a complaint about the additional damage to his car on its return to him. The front wheel and arch were not seen to be buckled when it was at the approved repairer, but it was clearly damaged on the images taken at its approved salvage partner. It concluded that it was *clear it sustained damage in our care*.

Mr H said the additional damage caused to his car meant he had to spend £3,252.76 (excluding VAT) more on parts than he otherwise would have done if he only needed to repair damage caused by the collision. Admiral offered to pay £354.19 for a replacement bumper for the car but did not accept it had caused any further damage.

The evidence provided says the car was driven on to the recovery vehicle from the scene of the collision. And the repair report from 4 December 2023, shortly after the collision, records the car as mobile. I saw Admiral also submitted conflicting evidence from the approved repairer which said the car was undriveable upon arrival to it and that there was suspension/wheel damage. This was dated 13 June 2024 which is approximately six months after the car had been returned to Mr H.

The car was deemed beyond economical repair and Mr H decided to keep it. I saw several attempts were made to return it back to him. The first attempt failed as the car was inaccessible. Then the recovery driver was unable to load it on to the recovery vehicle, and finally specialist recovery was used because it was not moveable at all at this point.

I'm persuaded by the evidence from the inspection report that the car was driveable/mobile after the collision, if only on and off the recovery vehicle. In this case it is most likely there was more damage caused to the car than just that of the bumper whilst it was in Admiral's care as it was no longer moveable when returned to Mr H. This is likely to have been caused when it was towed/dragged around the salvage yard.

In this case Mr H submitted a number of invoices for parts, which he said were bought to repair the additional damage caused by Admiral. This was a total of £3,829.44.

Our investigator completed a comparison of these parts and the parts identified in Admiral's inspection report that needed replacing after the incident. This comparison was provided to Admiral. I saw there were a number of parts to a total of £952.60 that Mr H said were related to additional damage caused that had already been identified by Admiral in its inspection report as needing replacement. I cannot fairly tell Admiral to repay Mr H for these specific parts as it is most likely they were damaged in the collision and not whilst in Admiral's care.

Because Admiral have accepted additional damage was caused whilst in its care, I require it to pay for the additional parts bought by Mr H that were not included in the inspection report and were not connected to the collision. This is a total of £2,876.84.

Service and Delay

I saw after the incident Mr H's car was taken to Admiral's approved salvage partner to be held in storage. Because Admiral was unable to find an approved partner to carry out an assessment of the damage, it asked Mr H to obtain quotes. He found a garage who agreed to do this, and it was then found this garage was actually an Admiral approved partner. It is unclear why Admiral did not identify this partner itself.

There were other mistakes made by Admiral during the claim process which included it asking Mr H to send pictures of the damage to his car, despite it being with its approved salvage partner. And after Mr H had decided to retain the car, Admiral wrote to him to say the car was going to be disposed of.

There were delays in returning the car to Mr H. Admiral gave several dates the car would be returned which were not kept to and he had to call to chase up the return each time. This caused Mr H inconvenience and disruption and it required additional effort from himself to sort out. The car was eventually returned to him in mid-January 2024.

Admiral apologised and offered him £225 for the inconvenience caused.

After considering the complaint points about the further damage caused, the level of service received that caused avoidable delays, and the mistakes made during the claim, I uphold

Mr H's complaint and require Admiral to

- Increase the compensation award to £400.
- Pay Mr H the cost of the parts required to repair the additional damage caused when the car was in its care.

My final decision

For the reasons I have given I uphold this complaint.

I require Admiral Insurance Company Limited to

- Pay Mr H a total of £400 compensation.
- Pay Mr H £2,876.84 as the cost of the parts required to repair the damage caused when the car was in its care. 8% simple interest should be added to this amount from the date of the parts invoices to the date it makes the payment to him.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 27 November 2024.

Sally-Ann Harding
Ombudsman