

## The complaint

Mr H complained about Admiral Insurance (Gibraltar) Limited's service when they replaced his car's windscreen under his motor insurance policy.

## What happened

Mr H's windscreen was damaged, and Admiral had it repaired by their agent. However the agent fitted the wrong windscreen at first. Mr H said this meant that the car wasn't safe to drive. It was about five months before Admiral's agent fitted the correct windscreen. Mr H said Admiral didn't give him a hire car over that period and didn't give him promised call backs or update him until he contacted them.

Admiral said that they'd offered Mr H a hire car, but he'd declined it. However they apologised for their service in connection with the windscreen replacement and offered him £250 compensation. Mr H didn't think this was enough for being without the use of his car for so long and for Admiral's poor service.

The investigator recommended that his complaint should be upheld, and that Admiral should compensate Mr H for him being without his own car or a hire car. Admiral didn't agree and so I was asked to decide.

I issued my provisional decision on 30 September 2024. Admiral didn't reply, but Mr H did, and I'll deal with his response below.

## 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.

In my provisional decision I said this:

*“Admiral accepted that they'd fitted the wrong windscreen at first. Mr H said this caused his car's lane assist sensors to malfunction and that the car's manufacturer dealership told him not to drive it as it wasn't safe.*

*Admiral agreed to replace it with a new windscreen. But they lost that new one and had to order another, and its supply was delayed. This meant that it was about five months later before Admiral fitted the correct windscreen. Mr H was unhappy that he had lost the use and enjoyment of his car for so long and wanted Admiral to compensate him for the car finance and road tax payments he'd made over that period.*

*Admiral said that it wasn't their fault that it took so long to replace the windscreen. They acknowledged that they had fitted the wrong one at first, lost the correct replacement windscreen and then had supply issues.*

*But Admiral said that Mr H had missed earlier appointments to fit the correct windscreen at one location and then wanted it fitted at a different location. Admiral suggested that if it*

*hadn't been for this, they would have fitted the correct windscreen much earlier. But I don't think that it's fair for Admiral to blame Mr H for that. Mr H has apologised for missing the earlier appointments, which he said were due to work commitments and personal reasons. Admiral's records show that during the time period involved they knew that Mr H was on holiday.*

*He'd also moved house which is why he'd asked for the new windscreen to be fitted at a garage closer to his new home. This was all reasonable. Ultimately Mr H's loss of use of his car was due to Admiral's mistake in fitting the wrong windscreen and then losing the replacement one. Mr H was unable to drive his car for a long period because of Admiral's actions.*

*Mr H said that he was without a hire car during that period. I've looked at Mr H's policy and see that it does not require Admiral to provide a hire car when an insured suffers windscreen damage. However in circumstances such as this case, we still think that it would be fair for a hire car to be provided, as a goodwill gesture, because Admiral's actions had put his car out of use. Mr H said that Admiral didn't offer him a hire car. But Admiral said that their agent did offer Mr H a hire car and he declined that.*

*At the start of the claim it wasn't Mr H but his now ex- partner who was dealing with Admiral about the claim on his behalf. I can see that Admiral did offer Mr H's partner a hire car, but his partner rejected it because it was not like for like. Admiral explained to her that they could not provide a like for like car.*

*But I can see they did offer her some alternative car options if they were needed due to work purposes or family commitments, and she preferred an automatic rather than manual for example. I think that was fair and reasonable of them.*

*It was not unreasonable for Admiral not to offer a like for like hire car. This is because even in situations where a hire car is available under the policy, unlike here, it is not a like for like one.*

*It's clear that Admiral did offer Mr H a hire car early in the claim , because they offered it to the person acting on his behalf, with his authority. Their offer was declined, so I wouldn't expect them to then offer it to Mr H again at a later date. I don't think that was unreasonable of them.*

*Nevertheless, Mr H was still without his own car for about five months. He wanted Admiral to reimburse him the tax and finance payments he made for it over that period. But we don't think that's a fair basis on which to assess loss of enjoyment. Nor do we now calculate such loss on the basis of a daily rate. Mr H has explained that that he had access to other vehicles over that time, only on a shared basis with his family. It was difficult to balance his family's needs with his own and the situation was inconvenient and limited his mobility.*

*Admiral offered Mr H £250 compensation, but I don't think that's enough. I think that £700 is a more reasonable reflection of Mr H's loss of enjoyment of his car and the time and inconvenience it has taken him to deal with the claim."*

*In his response to my provisional decision, Mr H acknowledged that his then partner had declined Admiral's offer of hire car because it wasn't like for like. But he felt that, after he took over from her in dealing with his claim, Admiral should have offered him a hire car again. He repeated how inconvenient he'd found being without his car and wanted more compensation.*

*I have considered this fully, but it hasn't changed my view. Admiral did offer Mr H a hire car.*

They offered it to the person Mr H had allowed to deal with Admiral on his behalf. She declined it and Admiral offered alternative options for a like for like car. But his then partner still didn't accept their offer. So I think it was reasonable for Admiral to assume that Mr H did not want a hire car and there was no reason for them to offer it again. I think their actions were reasonable. And I think that the compensation of £700 does represent the inconvenience Mr H suffered, and is an amount in line with our guidance. So I see no reason to change my provisional decision.

### **My final decision**

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

- Pay Mr H £700 for his loss of enjoyment and for the distress and inconvenience caused to him by their actions, less any payment Admiral may have already made to him in this regard.

Admiral must pay the compensation within 28 days of the date on which we tell them Mr H accepts my final decision. If they pay later than this they must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 15 November 2024.



Rosslyn Scott  
**Ombudsman**