

The complaint

Mrs M and Mr M complain about the repairs that Admiral Insurance (Gibraltar) Limited made to their car following a claim on their motor insurance policy. Mr M is a named driver on his wife Mrs M's policy.

What happened

Mrs M's car was damaged in an accident and Admiral took it for repairs. But there were delays in the claim, Mrs M was at times left without a courtesy car and the car had to be returned to the repairer for rectification work. Mr M was unhappy with this and with the final repairs as he thought one side of the car looked different to the other.

Admiral instructed an independent assessor to inspect the car and he thought the repairs were satisfactory. But Admiral agreed that there had been delays and poor communication and it paid Mrs M £425 compensation for this. But Mrs M remained unhappy.

Our Investigator didn't recommend that the complaint should be upheld. She thought Admiral had reasonably replied on the independent engineer's view that the repairs were satisfactory. And she thought Admiral's payment of compensation for the service failings was fair and reasonable for the impact caused.

Mr M replied that he was unhappy with the quality of the workmanship used by the repairer. Mr M asked for an Ombudsman's review, so the complaint has come to me for a final decision.

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.

Mr M said he rejected the car when it was returned following repair. He said the standard of the repairs was unacceptable and the repairs made were evident. He thought the repairer should have replaced rather than repaired a panel on the car. He was worried that this would affect the car's value.

We're not engineers. We don't assess whether or how damage to a vehicle would be caused as this is a matter for the experts in these situations, the insurance companies and engineers. Our role in these complaints is to determine whether an insurance company has considered all the available evidence and whether it can justify its decision to not pay for additional repairs.

When there's a dispute about repairs, we think it's good practice for an independent engineer to be appointed to review them. And I can see that this is what Admiral did. The engineer physically inspected the car and said the repairs were satisfactory, *"...the vehicle has been repaired to a very good standard + the paint finish is immaculate."*

I can't see that Admiral had any other expert evidence to consider. So I think it has justified its decision that it's not responsible for further repairs to Mrs M's car.

But Admiral did agree that it had caused delays in the claim. These were delays in taking the car for repair, in providing a courtesy car and in appointing an independent engineer. It paid

Mrs M £100 compensation for this and a further £25 as a gesture of goodwill for a delay in its response to her complaint.

Admiral also considered Mrs M's loss of use when she was without a courtesy car for 30 days and it paid her £300 compensation for this. And it offered to consider any expenses Mrs M incurred when she was without use of her car. I think that restores Mrs M's position and it's in keeping with our published guidance for the impact caused by its errors. And so I think that's fair and reasonable, and I don't require Admiral to do anything further.

My final decision

For the reasons given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M and Mr M to accept or reject my decision before 13 December 2024.

Phillip Berechree
Ombudsman