

## **The complaint**

Mr H has complained that Admiral Insurance (Gibraltar) Limited has refused to cover the cost of putting right an issue that he thinks occurred as a result of poor repairs by its approved repairer, after he made a claim under his car insurance policy.

## **What happened**

The background to this complaint is well known to Mr H and Admiral. In my decision, I'll focus mainly on giving the reasons for reaching the outcome that I have.

## **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 agree with the conclusions reached by the investigator for these reasons:

- Mr H has provided a report from the main dealer who fixed the problem with his car. And he raised the issue with Admiral soon after his car was delivered back to him from its approved repairer. I think this report makes it clear the problem related to an item that was not properly put back in place during the repairs by the approved repairer.
- I'm more persuaded by the report Mr H has provided than the comment provided by Admiral's engineer that the problem was due to wear and tear.
- It seems the item was in the area repaired by Admiral's approved repairer. I say this because of the items listed for repair in the report it has provided and the photographs in it.
- I am not concerned by the fact Mr H covered nearly 2,000 miles in his car after he got it back from the approved repairer before having all the rectification work completed. This is because he made it clear at the outset that while he had problems starting the car, it did actually start. This meant he could drive it while he was having the issues with it investigated and was waiting to have it fixed.
- The estimate for the rectification work was substantial and Mr H clearly wanted Admiral to agree to cover the cost before he went ahead with it. In the end, it wouldn't agree, so he had the work carried out and paid the invoice in July 2024.
- I think Admiral should cover the full cost of the invoice, even though it includes replacing the starter motor on Mr H's car. I say this because, even though it is unlikely the starter motor was part of the problem following the repairs, I think it only ended up being replaced in an effort to address a problem caused by Admiral's approved repairer.
- I agree the way Admiral handled Mr H's concern with the repair was wrong and that it took too long to do so. And I think it should pay compensation for the distress and inconvenience this caused to Mr H. He's mentioned that it affected his mental health and – in view of this – I think Admiral should pay £200 in compensation, as opposed to the £100 suggested by our investigator.

## **Putting things right**

For the reasons set out above, I've decided to uphold Mr H's complaint and make Admiral do

the following:

- Pay Mr H the £3,478.25 he paid for the rectification work and to replace the starter motor on his car following the repair by Admiral's approved repairer.
- Pay interest on this amount at 8% per annum simple from 31 July 2024, when Mr H paid the invoice, to the date of payment.\*
- Pay Mr H £200 in compensation for distress and inconvenience. Admiral must pay the compensation within 28 days of the date on which we tell it Mr H accepts my final decision. If it pays later than this, it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% a year simple.

\* Admiral must tell Mr H if it has made a deduction for income tax. And, if it has, how much it's taken off. It must also provide a tax deduction certificate for Mr H if asked to do so. This will allow Mr H to reclaim the tax from His Majesty's Revenue & Customs (HMRC) if appropriate.

### **My final decision**

I uphold Mr H's complaint about Admiral Insurance (Gibraltar) Limited and order it to do what I've set out above in the 'Putting things right' section.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 4 March 2025.

Robert Short  
**Ombudsman**