

## **The complaint**

Mr F complained about Admiral Insurance (Gibraltar) Limited's handling of his repair claim under his motor insurance policy.

## **What happened**

Mr F's car was damaged, and Admiral had their approved garage repair it. Mr F said they didn't repair his car's paint coatings properly and it took too long. He was unhappy with the communication from Admiral and their garage, and with the time and effort he'd had to invest in his claim. He wanted them to return his car to its pre-accident condition and compensate him for his distress and inconvenience. He was also unhappy with the courtesy car Admiral arranged.

Admiral acknowledged some aspects of his complaint and offered Mr F compensation of £200 for his inconvenience. Mr F felt that this didn't sufficiently compensate him for the distress he'd experienced.

The investigator thought Admiral had acted unfairly and should reconsider their decision not to pay for one of the paint coatings and should pay Mr F an additional £100 in compensation, making a total of £300. Neither party agreed and so I was asked to decide. I issued a provisional decision on 1 May 2025. Admiral had nothing to add. Mr F has given us a detailed response and I'll comment on that 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.

I provisionally decided to uphold the complaint, but I took a different view from the investigator. In that circumstance this Service's procedures require that a provisional decision is issued and that both parties are formally given the opportunity to respond. This applies even if there have been settlement discussions.

In my provisional decision I said as follows:

*"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint."*

*In bringing this complaint Mr F has made a number of detailed points. I've considered everything he's said carefully, but in this decision I will focus on what I see as being the key outstanding points. That's because, while we take all those things into account, we are an informal case resolution service. We are an alternative to the courts and not a substitute for them. And, as such we reach our decisions on what we consider to be fair and reasonable in all the circumstances and the specific facts of the case.*

## **Courtesy Car**

*Mr F said that the courtesy car Admiral provided wasn't suitable due to his above average*

height and a back condition. He said he couldn't drive it because of pain and his wife had to drive him in it instead, and that was inconvenient. He said that Admiral didn't help him with that.

I've looked at his policy wording which confirms that a courtesy car is not intended to be a like for like replacement but will typically be a small hatchback car and Admiral don't guarantee the car will be adapted to any special needs or disability. I've also listened to the calls that Mr F had with Admiral's various staff members about this.

I see that Admiral first offered him a small hatchback car model which he said that was too small for him. Admiral refer to this as a class A car. In his first call with Admiral, before he received that car, he said he understood a small hatchback to still be at least of a type he could drive, and not the smallest type of hatchback possible which was how the provider had described the class A car they were offering. He said in the first call that he'd be unable to drive that because he was above average height and he didn't mention a back condition, though he did in the later calls with Admiral's complaint staff when he also said that he'd been willing to accept a manual car rather than an automatic.

In that first call the staff member said they couldn't help him and he'd have to make a complaint. However Admiral did then later that day provide him a larger small hatchback ( a class B) at no extra charge. Mr F thought that Admiral should have been able to help him with that immediately and not require him to have to make a complaint about it first. He felt that it had wasted his time. I do think that Admiral could have tried harder at first to see if a larger small hatchback was available when he first explained his height, instead of requiring him to make a complaint, and that did cause him a little more inconvenience than it had to. However Admiral did then provide a suitable small car promptly. I think that the class B car Admiral provided did meet the policy terms and Admiral were not required to provide any other type of car. If he knew he'd need a larger car than the small hatchback provided or an automatic, he could have chosen a policy offering a larger courtesy car or paid more to upgraded to that. And so, although Mr F thinks Admiral should compensate him in line with the costs of an alternative suitable hire car, I don't think that is reasonable.

### *Paint coatings*

Mr F's car had two different paint coatings before the incident, and he wanted Admiral to reapply both of those. For ease I'll refer to these as the wax coating and the ceramic coating. This is simply to differentiate them for the purposes of this complaint, not to confirm exactly what they are because, as I explain below, that's not this Service's role.

Mr F's car had the wax coating when he bought his car, but he had the ceramic coating added in about 2020. Admiral at first agreed to re-apply both coatings, but later said that was a mistake, because their engineers and their garage believed that they were two types of the same thing. Admiral wanted Mr F to choose one or the other coatings and pay him a cash payment in lieu of the cost off applying that. However Mr F wanted Admiral's garage to do it. Admiral did then agree to add the ceramic coating to his car's damaged areas, but only as a goodwill gesture, because it had been added after the car's purchase and so was a modification and the policy didn't require them to repair that. I've looked at his policy and it is clear that it doesn't cover modifications , which are defined as "any changes to the way the vehicle looks, functions or drives...". As the ceramic coating was applied about four years after Mr F bought his car I agree it would be a modification and so Admiral were not required to apply that after the repair.

So Admiral paid for the ceramic coating as a gesture of goodwill, but still wouldn't pay to add the wax coating. Admiral's engineer maintained that the two coatings are effectively the same thing because "the preparation, application and result is the same and both products

would not be applied as perform the same function. So, application of both is not required.” Whether or not the coatings are effectively the same thing is ultimately not something that this Service can decide. 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 insurer has considered all the available evidence and whether it can justify its decision to not pay for repairs claimed. We look at all the available evidence - including anything provided by the consumer, the insurer, and the repairer. The investigator looked at the product descriptions for both coatings and considered that they are not the same thing. We normally give the greatest weight to independent expert reports, but Admiral hasn’t provided us with an independent report confirming that the coatings are the same. So in these circumstances I think it unreasonable that Admiral decided that they are the same.

Mr F has provided an estimate from his car’s manufacturer for the costs of re-applying the wax coating now, and this is £1,289. Admiral have asked for a detailed breakdown, but I don’t think that’s reasonably required, particularly given that Admiral had the opportunity to provide a costing for this but they didn’t. However it was reasonable for Admiral to make the goodwill gesture to apply the ceramic coating when they weren’t obliged to, and I think it’s fair to take that into account when considering what Admiral should do to make things right. Taking all the taking all the circumstances into account I think that a reasonable resolution of the matter is for Admiral to pay Mr F half of the wax coating application, which is £644.50.

### Compensation

As the investigator said, any damage incident and repair claim is likely to cause inconvenience, and Admiral did eventually agree to paying for the ceramic coating, which meant that Mr F did get his car back. But this took an unreasonably long time, and caused significant delay of many weeks. It also involved significant time investment from him as he was in frequent communication between Admiral and their garage. Admiral’s handling of the matter caused him more inconvenience and distress than necessary.

Admiral acknowledged responsibility for their poor service and offered Mr F £200 in compensation. I know that Mr F doesn’t think the compensation is enough. And he’s compared it unfavourably with the much higher sum his neighbour was recently offered by an organisation as compensation for their poor service. However that’s a different type of area and subject matter from car insurance, and I don’t see it as being relevant to Mr F’s issue. This Service has its own guidelines for compensation and the investigator has referred Mr F to them. Whilst I agree that £200 wasn’t enough to reflect the inconvenience Mr F experienced, I think that £300 is, and is in line with our level of awards for matters of this nature. And so I think that Admiral should pay Mr F a further £100 in compensation. I see that Admiral have agreed to that.”

So my provisional decision was to uphold the complaint and require Admiral to pay Mr F £644.50 and another £100 compensation for his distress and inconvenience, on top of the £200 which Admiral had offered. This made total compensation of £300.

In response to my provisional decision Admiral had nothing to add. Mr F responded in detail and reiterated his views. However again I’m not going to comment on every point that Mr F has made but will focus on the key point now.

I see that Mr F feels that pursuing his claim has been extremely time consuming and he doesn’t think £300 is suitable compensation for that. He’s referred to a comment about compensation made by another ombudsman in another separate complaint that this Service has dealt with. However I can’t comment on that or what another ombudsman has said at that time and in that context. Every case is different, and an award of compensation takes that into account. The investigator has already referred Mr F to our guidelines for awards.

Although I acknowledge that Mr F has felt frustrated and distressed by Admiral's actions, I still consider that the award of £300 does fairly recognise that impact on him.

### **My final decision**

For the reasons I've given in my provisional decision and above, it's my final decision that I uphold this complaint and require Admiral Insurance (Gibraltar) Limited to:

- Pay Mr F £644.50
- Pay Mr F an additional £100 compensation for his distress and inconvenience.

Admiral must pay the compensation within 28 days of the date on which we tell them Mr F 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 F to accept or reject my decision before 17 June 2025.



Rossllyn Scott  
**Ombudsman**