

complaint

Miss V complains that Admiral Insurance Company Limited took too long to deal with a claim she made on her motor insurance policy and provided her with poor service overall.

background

Miss V's car was damaged in a collision with another vehicle in January 2018. 'Garage C' - one of Admiral's approved repairers - did the repair work. When Miss V collected the car, she noted there were faults with it. Garage C did more work on the car in March 2018, but Miss V said further repairs were needed.

In May 2018, Admiral asked an independent assessor to review the repairs. He agreed that further work was necessary. Miss V didn't want the car to go back to garage C, so she got an estimate from another garage. The assessor said the new estimate was inflated. He said garage C and the other garage should discuss the repairs to agree on a price.

Meanwhile, Miss V had found further faults with the car. As the cost of repairs wasn't agreed, Admiral asked the assessor what sum in lieu of repairs he thought it should offer Miss V. She didn't accept the sum he proposed and said she'd get more estimates. In the end, Admiral took her car to another garage for an estimate and gave Miss V a hire car. Shortly afterwards, garage C offered to buy Miss V's car from her, due to the problems it had caused. And it offered her a courtesy car whilst she replaced her own car. Admiral also offered to buy Miss V's car. She accepted garage C's offer.

Miss V remained unhappy with the time taken to deal with her claim, the poor repairs and the service from garage C and from Admiral. Admiral accepted all the points set out in Miss V's complaint to it. It offered her £400 compensation for trouble and upset, plus a further £50 for the time it took to deal with her complaint. Miss V said she also wanted to be paid the difference between the cost of petrol she used in the hire / courtesy cars and the diesel she'd have used in her own car. She wanted the £80 fee for removing her cherished registration plates, plus the cost of getting to the garage to collect items from the car as well.

One of our investigators assessed Miss V's complaint. She thought Admiral's settlement of the claim was reasonable. She didn't think it should pay for the fuel Miss V wanted, because under the policy she wasn't entitled to a like-for like car. Admiral said it wouldn't pay her any more. As there was no agreement, the complaint was passed to me for review.

my findings

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

Admiral accepts it took too long to finalise Miss V's claim and that its service was poor. The repairs should have been done properly the first time - and all the later problems stemmed from the fact that they weren't. I understand Miss V's frustration that the garage didn't rectify matters properly when given the chance. Admiral's file shows that delays were also caused by the independent assessor, despite Admiral regularly chasing him.

Miss V was given a courtesy car or a hire car each time her car was off the road. She was only entitled to a standard courtesy car under the policy, but Miss V said she didn't want a

car with a manual gearbox. Admiral and garage C complied with that request - although it wasn't something they were obliged to do – and Miss V benefitted from that action.

I don't think Admiral should have to pay Miss V the difference between the diesel she'd have bought for her own car and the petrol she had to buy for the courtesy / hire cars. The policy didn't provide for a replacement diesel vehicle similar to Miss V's car, so her fuel costs were always likely to be different.

I think Miss V faced a good deal of trouble and upset, largely due to the poor repairs by the garage and the time taken to deal with the claim. So I think the question is whether Admiral did enough to try to put matters right.

Admiral didn't have to offer to buy Miss V's car from her, nor did garage C. The independent assessor said it was repairable for just over £1,000. But they both did so to try to make up for the upset Miss V had faced and to limit further inconvenience for her. Garage C didn't have to offer her a courtesy car in October 2018, as her car wasn't then being repaired by it. It looks as though Admiral may have kept her in hire if it hadn't. Garage C also provided a car to Miss V in November 2018. She kept it for three weeks whilst looking for a new car.

I think it was of great help to Miss V to have the offers to buy her car from Admiral and from the garage. I think it was also of much benefit to her to be offered the courtesy cars. Although Admiral paid Miss V £450 compensation as well, she wanted another £250 for the stress and anxiety she'd faced. She hasn't commented on Admiral's decision not to pay the £80 fee for the cherished plate removal or for the trip to the garage.

I think it's usual for consumers to take any personal items from their car before it goes in for repair or assessment. So I don't think Miss V's trip to the garage is something that Admiral should have to compensate her for. The £80 fee is an expense that wouldn't have been incurred had the repairs been done properly. In other circumstances, I might have said Admiral should pay more compensation to reflect that. But given all the steps Admiral has taken to try to resolve the complaint, I don't think it should be required to do more.

my final decision

My final decision is that I don't uphold this complaint. Under the rules of the Financial Ombudsman Service, I must ask Miss V to accept or reject my decision before 7 June 2019.

Susan Ewins
ombudsman