

## **complaint**

Mr D complained about Admiral Insurance Company Limited's handling of a claim on his motor insurance policy for a replacement windscreen.

Reference to Admiral includes their agents.

## **background**

Mr D's windscreen was cracked in November 2017. He claimed under his policy and was directed to Admiral's specialist glass agent to replace his windscreen. Numerous unsuccessful attempts were made to replace the windscreen between November 2017 and March 2018. Admiral's agent couldn't source the correct trim. The last unsuccessful attempt was made in late March where again the correct trim wasn't fitted.

In April, Mr D asked his own garage to source and fit a new windscreen and trim in May. Mr D asked Admiral to cover the costs. It would appear a new windscreen and trim were installed in early June. Mr D complained to Admiral in May. Mr D asked for a refund of his insurance premium for six months between November 2017 and May 2018; for storage costs of his car; and compensation for the distress and inconvenience he suffered. He was also unhappy that Admiral failed to resolve his complaint within 28 days as they had told him.

Admiral paid Mr D £100 compensation for their handling of his complaint. But they didn't uphold his complaint about the poor service and delays in replacing the windscreen and trim. They said they were unaware of the problems as it was their agent who was dealing with the windscreen. They said had Mr D told them about the problems they would have intervened. Admiral refunded Mr D £952.96 for the replacement windscreen and trim, which he had paid himself.

As Mr D was unhappy with Admiral's resolution, he brought his complaint to our service. One of our investigators looked into the complaint, but she didn't think Admiral needed to do anything else. She said Admiral's payment of £100 compensation for the delay in responding to Mr D's complaint was fair, because while it took them longer than 28 days to respond, they were still within the eight week time limit set by the regulator. In relation to the problems with the replacement windscreen and trim, she said that Mr D could have told Admiral earlier than he did, as Admiral weren't aware of the problems.

As Mr D didn't agree with the investigator, the complaint was passed to me to decide.

My provisional decision was issued on 13 December 2018. I said:

*"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'm intending to uphold this complaint in part. I'll explain why.*

*I must decide if Admiral have handled the claim in a fair and reasonable way.*

### *complaints handling*

*Mr D complained to Admiral on 11 May. They told him that they would respond to his complaint within 28 days, but it wasn't until 27 June that they sent him their final response letter. Businesses are required to respond to complaints within eight weeks*

*and Admiral were well within that time frame. But I can understand why Mr D was disappointed, because Admiral gave him a reasonable expectation that they would respond within 28 days, which they didn't do. But Admiral have paid £100 compensation to address that, which I think is reasonable. So I'm not asking them to do anything else.*

*replacing the windscreen and trim*

*Claims on the policy relating to windscreens are dealt with by Admiral's agent. But Mr D's insurance contract is with Admiral. And Admiral are responsible for their agent's actions.*

*I agree with Mr D that it was unreasonable for his windscreen and trim to have not been replaced after numerous attempts between November 2017 and March 2018. His own garage was able to source and fit the necessary parts within a short period of time. It is clear that the delays caused Mr D inconvenience. He also had to spend time contacting Admiral's agent and his own garage, where his car was stored, to arrange repeat appointments. He was also unable to use his car until the windscreen and trim were replaced.*

*Mr D said he made attempts to contact Admiral, but he was directed to their agents. Admiral have said that they were unaware of the problems and had they known they would have done something about it. But I don't think it's fair to put the onus on Mr D for the failings of Admiral's agent. Given the ongoing problems and delays, the agent could have contacted Admiral to seek guidance on how best to resolve the problems they were having. What happened wasn't Mr D's fault. After a certain point he felt that things couldn't continue as they were, so he took matters into his own hands and had his own garage replace the windscreen and trim. So I intend to uphold this part of the complaint.*

*My understanding is that Mr D had arranged to store his car at his garage for four months between November 2017 and March 2018, which was unrelated to the windscreen issue. So I don't think Admiral should have to cover the costs of the storage of his car during that period. The evidence I have seen shows that on 29 May, Mr D instructed his own garage to carry out the work. And I can see that the invoice for the work is dated 6 June. So it would appear his car was kept in storage during April and May. The policy schedule states that Mr D's car was to be kept on a driveway overnight. So it's not clear to me why it had to be kept in storage at his mechanic's garage during April and May. As it doesn't appear that that was necessary, I'm not asking Admiral to pay for the storage costs for April and May. But I do feel that Admiral should refund Mr D his policy premiums for April and May, because he was unable to use his car during that period. Mr D asked for a refund of six months of premiums, but as I've said earlier, my understanding is that Mr D had planned to store his car at the garage for four months between November 2017 and March 2018. So I don't think Admiral should refund his premiums for that period, as I understand that he didn't intend to use his car.*

*Finally, given it took over six months for the work to be completed and Mr D had to spend his time trying to resolve matters, and given he was deprived of using his car during April and May 2017, I intend to require Admiral to pay him £300 compensation for the distress and inconvenience he experienced. "*

The parties were invited to comment on my findings. Mr D accepted my provisional decision. Admiral made the following:

- They were unaware of the problems Mr D was experiencing until he brought it to their attention in May 2018. Had they been aware they would have done something about it.
- The agent was authorised to investigate the complaint and issue a final decision on Admiral's behalf. They offered Mr D £225 compensation which he rejected.

### **my findings**

I've again considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, my findings remain the same.

The agent was acting on Admiral's behalf and they were aware of the problems Mr D was experiencing. Mr D's insurance contract was with Admiral and not with the agent. Mr D wasn't responsible for the arrangement between Admiral and their agent. He made his claim as he was required to. Mr D can't be held responsible for Admiral not being made aware of the issues earlier when the agent could have brought it to Admiral's attention.

### **my final decision**

For the reasons set out above, I uphold the complaint in part and require Admiral Insurance Company Limited to:

- Refund Mr D his premiums for April and May 2018.
- Pay Mr D £300 compensation for the distress and inconvenience caused to him. This should be paid within 28 days of us telling them that Mr D has accepted my final decision. If they pay later than this they must also pay interest on that amount from the date of my final decision to the date of payment at a rate of 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 31 January 2019.

Mehmet Osman  
**ombudsman**