

complaint

Mr and Mrs P complain about the service they received from Admiral Insurance Company Limited and its appointed recovery agent after a car accident.

background

Mr and Mrs P were involved in an accident and called Admiral's recovery agent for help. (For clarity, I'll just refer to 'Admiral' in this decision.)

After about 5 hours, the recovery vehicle arrived but it was the wrong size truck and so this needed to be rearranged. Mr and Mrs P and their young child had been waiting in the damaged car (which was in a supermarket car park) during this time. They then took a taxi home, paid for by Admiral. Almost 10 hours later, Admiral collected their car from the scene after Dr P had driven back there in the very early hours to hand over the keys.

Once the car was recovered, there were other issues to do with the repairs and the provision of a courtesy car. This included a delay, when the damaged car was being located and picked up from storage. Admiral apologised for these problems and offered Mr and Mrs P £175 compensation, as well as a food hamper. But Mr and Mrs P didn't think that was enough.

Our adjudicator felt that Admiral had compensated Mr and Mrs P fairly for what had happened. This is because, in addition to the £175, Admiral had also paid £213 for a private hire car that Mr and Mrs P hired the day after the accident. But Mr and Mrs P said they only got a hire car themselves because Admiral had told them a courtesy car wasn't available. Despite this, the adjudicator was still satisfied with the compensation offered.

Mr and Mrs P still weren't happy and so this has come to me to decide.

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 has accepted that the time taken to collect and deal with the damaged car, as well as the standard of its service overall, wasn't satisfactory. And I agree that the way this claim was handled by Admiral, and its recovery agents, could have been better. In particular, there were the delays in responding to and finalising the recovery of the car after the accident – and that must have been quite upsetting for Mr P and his family. Then there were the issues regarding the availability of a courtesy car. On top of that, Mr P has said that there was an extra delay of one day when Admiral couldn't identify where the car was being stored before it could be sent for repairs. This will all have caused unnecessary inconvenience and concern.

However, Admiral has agreed to pay Mr and Mrs P for the costs of the car they hired themselves to use while their own was being repaired, and it also offered £175 compensation, together with the hamper, for the disappointing service. I appreciate that Mr and Mrs P don't feel that properly reflects the inconvenience they experienced, but I do think this all amounts to a fair resolution and reasonable compensation under the circumstances.

my final decision

For the reasons I've given, I'm satisfied that the offer by Admiral Insurance Company Limited was fair and reasonable, and I don't require it to do anything more.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs P to accept or reject my decision before 2 January 2016.

Helen Moya
ombudsman