

complaint

Mr L complains about the poor service he received from Admiral Insurance Company Limited and its repairers following a claim on his motor insurance policy. He wants financial compensation for the inconvenience he has been caused.

background

Mr L accidentally filled his diesel-engined car with petrol, causing damage to the car's fuel system. This damage was covered by his insurance policy and Admiral accepted his claim for its repair.

There were delays in the required work being carried out by Admiral's authorised repairer and when the car was returned Mr L found that there was damage to the paintwork, a scratch on the bonnet and also scuffing of two alloy wheels. Admiral accepted responsibility for meeting the cost of repairing these, but it took several further months for the car to be restored to its pre-incident condition. In total Mr L's car went into different repairers six times over the five months following the mis-fuelling.

Admiral paid Mr L £100 for the inconvenience caused, but he considers this inadequate.

Our adjudicator recommended that the complaint should be upheld. She concluded, in summary, that a further £200 compensation should be paid by Admiral to Mr L for his considerable inconvenience.

Admiral did not accept the adjudicator's conclusion. It said, in summary, that it had already paid a further £500 to Mr L for the cost of a ceramic coating, which the car did not have before the incident, and that it did not consider a requirement to pay a further £200 compensation reasonable.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

I find that Mr L suffered considerable inconvenience as a result of the poor service provided by Admiral and its repairers. His claim related only to the fuel system but damage was caused to other parts of Mr L's car by Admiral's authorised repairers, and it then took several further months for adequate repairs to be made to these. During that time Mr L was often without his car, and also had to make several lengthy journeys taking it to and from the repairers. I do not consider Admiral's offer of £100 compensation adequate for this substantial inconvenience.

The ceramic treatment of Mr L's car was not requested by Mr L, but suggested by Admiral's appointed agent as a cheaper alternative to replacing the bodywork panels affected by the paintwork damage. I do not consider, therefore, that Admiral's funding of this was a gesture of goodwill on its part, but instead part of the required restoration of Mr L's car to its pre-incident condition.

Having considered the full circumstances carefully, it is my view that Admiral should pay a further £200 to Mr L for the trouble and inconvenience caused by its poor handling of his claim.

my final decision

My final decision is that I uphold this complaint against Admiral Insurance Company Limited, and I direct it to pay Mr L a further £200 compensation for the trouble and inconvenience he has been caused.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr L to accept or reject my decision before 29 January 2015.

Malcolm Rogers
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