

## **The complaint**

Mr J has complained about the service he received from Admiral Insurance (Gibraltar) Limited with his claim to repair his car under his motor policy following an accident.

Mr J is represented by his wife Mrs J who is also the named driver on the policy. For ease of reference, I shall just refer to Mr J throughout.

## **What happened**

Mr J was involved in an accident on 13 December 2022 and his car was damaged. Mr J made a claim to Admiral to have his car repaired. The repair with the approved repairer took five months. Mr J said however the car wasn't properly repaired, had further faults which hadn't been there before, and it promptly failed its MOT. He also said that he had to spend extensive time chasing things up, spending hours on hold and the experience was extremely frustrating and distressing.

So, he complained to Admiral. Admiral largely upheld his complaint. It paid him £300 compensation, a further £50 for the delay in dealing with the complaint itself, £57.39 for petrol costs with interest. The entire amount came to £408.49. It also said it would then instruct an independent assessor (IA) to examine the car, given the further issues.

Mr J remained unhappy and so he brought his complaint to us. Ultimately the investigator upheld it. Although Admiral instructed the IA in September 2023, the report was not available until 16 January 2024 with the car only being inspected on 15 January 2024. Based on this report the investigator felt Admiral should reimburse Mr J for the costs of a new tyre as the approved repairers didn't provide him with a like for like tyre. Reimburse Mr J for the costs of the front arm brushes in order to stop the knocking noise from the rear of the car. Admiral needed to show the right alloy wheel was already kerbed before the accident or otherwise reimburse Mr J for the costs of the repair. Reimburse Mr J for a bolt missing on the steering column adjuster along with the costs of replacing the drop link too. She also thought Admiral should pay a further £200 compensation.

Mr J agreed but Admiral did not. Therefore, Mr J's complaint has been passed to me to decide.

## **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.

Having done so, I'm upholding this complaint along the same lines as those of the investigator. I'll now explain why.

There is no dispute that the repair of Mr J's car took an extraordinary long time which I don't consider is acceptable, notwithstanding the varying supply issues over parts.

Admiral have acknowledged that. And for that bit of Mr J's complaint, I consider Admiral's compensation to Mr J is adequate.

However, I consider it was wholly unreasonable that there was yet a further delay from September to January of practically five months again to ensure an IA report was furnished, given the repair complaints Mr J had following the approved repairers' repair of his car. It's not unusual that post repair issues can occur, and they should be swiftly dealt with and addressed. This didn't happen here plus there was yet again an excessive delay in dealing with the matter which Admiral also simply failed to address. It seemed quite content that it had instructed an IA but didn't appear to feel obliged to chase up the actual conclusions of the IA at all. That's unreasonable in my view. And it caused further extensive delay, which was further distressing and frustrating for Mr J, when if Admiral had chased the IA, this would not have happened. Therefore, I consider it's very reasonable that Admiral should pay further compensation for this. I consider the amount suggested by the investigator of £200 to be reasonable here and in line with our approach on such matters.

Turning now to the IA and what was said. Despite the long delay, sadly the IA wasn't very clear on some of the issues which Mr J had raised. I find that disappointing as it showed a lack of clarity of thought and any appreciation of the extensive initial delay in actually repairing this car.

The following are the issues which Mr J raised following the repair of his car and which the IA discussed in his report. I shall deal with each in turn:

- Rear Spring Snapped and tyre flat

The wheel had been flat for some time throughout the repairs. It was replaced but has worn more quickly than the other three tyres on the car. Mr J said this was because the replacement wasn't the same standard as the other tyres on his car as in like for like. Given the delay in getting the IA to report, the car had been driven a considerable number of miles. However, as Mr J raised this after the repair, I don't consider it's fair to then discount this because of Admiral's delay in getting the IA to report on it. Therefore, I agree with the investigator that it's reasonable Admiral should reimburse Mr J for the replacement of the tyre with a like for like one with interest.

- Knock coming from the rear of the car.

Following the original repair of Mr J's car, it developed a knocking sound in the rear of the car. It appeared the front arm brushes needed replacement. Again, sadly the IA decided to take advantage of the delay in getting his report and decided it was likely a wear and tear issue. However, I consider given the matter was reported directly after the initial repair, the IA's conclusion isn't logical since it was based on the number of miles the car had done since, rather than noting Mr J mentioned it immediately after the initial repair of his car. On that basis I consider Admiral should reimburse Mr J for the cost of replacing these too with interest.

- Right hand rear wheel kerbed.

Mr J said he noticed this when the approved repairer gave his car back the second time. There has been no evidence presented to show this was pre-accident as directed by the investigator or indeed promised by Admiral. Mr J's car sustained damage on the right front end, and this damage is the rear right wheel. It's not outside the bounds of possibility that either the wheel was kerbed in the accident or indeed kerbed accidentally in the approved repairers, given Mr J only noticed it the second time he received his car back from the approved repairers. Therefore, I consider it's reasonable that Admiral should also reimburse the costs of repairing this

too to Mr J with interest.

- Steering column adjuster damaged.

The IA agreed this part needed replacement albeit as a gesture of good will. I consider it's appropriate Admiral therefore reimburses Mr J for these costs of replacement too with interest.

### **My final decision**

So, for these reasons, it's my final decision that I uphold this complaint.

I now require Admiral Insurance (Gibraltar) Limited to do the following:

- Pay Mr J a further £200 compensation.
- Reimburse and/or pay the costs of the new tyre, replacement front arm brushes, kerbed rear alloy wheel repair and the items to fix the steering column adjuster on the production by Mr J of the invoices and/or payment for the same.
- Interest of 8% simple per year should be added to each item from the date if Mr J paid these costs to the date of Admiral's reimbursement. If income tax is to be deducted from the interest, appropriate documentation should be provided to Mr J for HMRC purposes.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 18 June 2024.

Rona Doyle  
**Ombudsman**