

The complaint

Mr R complains that Admiral Insurance (Gibraltar) Limited (“Admiral”) didn’t carry out adequate repairs to his vehicle following an accident.

What happened

In September 2023, Mr R’s car was involved in an accident. Mr R contacted his insurer and repairs were carried out under the policy Mr R held with Admiral.

Mr R collected his vehicle in November 2023, but found that the repairs were inadequate and the car wasn’t roadworthy. He says the garage made him wait an hour and a half despite telling him the car was ready to pick up, and that he’s had to pay out £800 for more repairs to be carried out, in order for the vehicle to pass its MOT. He also says he’s had to chase Admiral for updates by phone and email, which he didn’t receive as no one replied to him or answered his calls.

Admiral says in its final response letter dated 21 November 2023 that it contacted its engineer and reviewed the repair images, but didn’t have any concerns about the standard of the completed repairs. It denied that the garage made Mr R wait for his car, but did accept that Mr R wasn’t called back as promised. So it offered him £50 compensation for the impact of this error.

Mr R wasn’t happy with Admiral’s response, so he referred his complaint to this service. Our Investigator considered the complaint and didn’t think Admiral had done enough to compensate Mr R for its errors. So a further £200 compensation was recommended.

Mr R didn’t think this was enough to compensate him for the impact of Admiral’s actions, so the complaint has now come 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’ve decided to uphold this complaint. I’ll explain why.

Admiral has issued two final response letters to Mr R. The most recent is dated 20 December 2023 – and a separate complaint has been set up with this service to address the points raised in that letter, which include the repairs to the numberplate and the front grille, the level of service received from the repairer, the lack of a courtesy vehicle, and other issues.

In that final response letter, Admiral has offered Mr R a total of £230 compensation. And although some of the issues in that complaint are similar to the issues raised in this complaint, I’m not going to be looking at the specific points I’ve mentioned above, which are all being considered in the other complaint with our service.

In the final response letter dated 21 November 2023 – which relates to the issues I’m

considering in this decision – Admiral addresses the poor standard of repairs, the complaint that Mr R had to wait a long time for his car, and the lack of responsiveness and poor communication throughout the claim. Admiral has offered £50 to Mr R to apologise for these issues.

I don't think £50 is enough to compensate Mr R for the impact Admiral's handling of this claim has had on him. I say this because I'm persuaded by the report provided by Mr R, that the repairs to his vehicle by Admiral's authorised garage were not completed to an acceptable standard and that this caused a greater impact on Mr R than Admiral has compensated him for. The report states that *"the structural crossmember which forms the front impact protection has been very badly fitted by a series of poor MIG welded joints"*. This supports the view that the poor quality of repairs directly contributed to the vehicle failing its MOT.

I've also considered the Refusal of MOT test certificate. This shows that the structural rigidity of the vehicle was inadequate and needed to be rectified, as well as there being other issues which had to be repaired. This supports the conclusions reached in the report Mr R has provided. The MOT is dated shortly after Mr R picked up his car. So I'm satisfied that on the balance of probability, it seems more likely than not that the repairs carried out by Admiral's authorised repairer were inadequate which led to the vehicle failing its MOT.

I'm satisfied that the failure of the MOT caused Mr R unnecessary stress and inconvenience. Following the collection of his vehicle, he had to spend time and energy sorting out various problems, such as arranging repairs that should have been done properly in the first place. For the stress and inconvenience Mr R has experienced, I'm awarding Mr R an additional £200 compensation on top of what Admiral has already offered him.

I've considered what Mr R has said about being made to wait for his car. And I've no reason to doubt what he says happened. Admiral has denied this – but I think if Mr R did have to wait an hour and a half for his car, it certainly would've added to the frustration and inconvenience he experienced overall. And bearing in mind the customer journey as a whole, I still think £200 compensation is appropriate in the circumstances.

I know Mr R has said that compensation of £200 isn't enough, but I think that is a fair amount in this particular case. The problems Mr R experienced caused him more than the levels of frustration and annoyance one might reasonably expect from day to day life. I consider the impact on Mr R to have been more than just minimal and the issues required reasonable effort on his part to sort out. But I won't be increasing the amount of compensation due to Mr R because I don't think the impact was severe enough or enduring enough to warrant a larger award, and I'm also conscious that compensation has been offered in the other case with our service so the amount of compensation for all the issues is higher than £200 in total.

Mr R says the repairs carried out and the subsequent failure of the MOT have affected the vehicle's value. But I've not seen evidence of its reduction in value or evidence that there have been problems selling the car due to the failed MOT. So I won't be upholding this part of the complaint.

Putting things right

For the reasons I've explained, Admiral Insurance (Gibraltar) Limited must now pay Mr R an additional £200 compensation for distress and inconvenience.

My final decision

My final decision is that I uphold this complaint and I direct Admiral Insurance (Gibraltar)

Limited to put things right as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 7 August 2024.

Ifrah Malik
Ombudsman