

The complaint

Mr R has complained about the standard of repairs that were carried out on his van by his van insurer, Admiral Insurance (Gibraltar) Limited ('Admiral'), after he was involved in an accident. He is also unhappy about its service and for the delay in being provided with a courtesy car.

Admiral is the underwriter of this policy i.e. the insurer. During the claim Mr R also dealt with other businesses who act as Admiral's agents. As Admiral has accepted it is accountable for the actions of its agents, in my decision, any reference to Admiral includes the actions of the agents.

What happened

In September 2023 Mr R's van was damaged in an accident. He reported the matter to Admiral who arranged for one of its approved repairers to carry out the repairs. The vehicle was collected 19 days later and in the meantime Mr R said it was undriveable. The approved repairer provided their estimate on 5 October 2023 at which point Mr R believes he should have been provided with a courtesy van. The approved repairer was not able to provide one so Admiral arranged for a hire company to provide one instead. Mr R said the hire company told him he needed a cover note in order to collect the van but the note did not arrive until four days later. Admiral said it arranged cover between 5 October and 3 November 2023. The following day Mr R informed Admiral that he had to go away for work so the courtesy car was not collected. Mr R told us he expected his own van would have been repaired by the time he returned but this was not the case.

The van was repaired and returned to Mr R on 3 November 2023. On collection it was noticed that the damaged front number plate had not been replaced and also the grille emblem was missing.

While the van was in for repairs, the MOT had expired so Mr R took it to a local garage. The garage advised him to stop driving the van as the repairs were of a poor standard which made driving it unsafe. The van also failed its MOT due to the poor repair work. Mr R's garage provided an estimate for the repairs which Mr R forwarded to Admiral in November 2023. Mr R received a courtesy car on 5 December 2023.

Admiral arranged for an independent assessor to inspect the van and this took place on 8 December 2023. The assessor confirmed that the repairs had been done to a poor standard and had to be rectified. Mr R said rectification work wasn't authorised until the start of January 2024. A cash in lieu of repairs payment was agreed at the end of January 2024. Mr R has confirmed that the rectification work had been carried out and that Admiral has reimbursed him.

Mr R complained to Admiral about the standard of the repairs. He also said that his family who went to collect the van from Admiral's repairer were made to wait a long time while last minute repairs were being carried out. He also complained that he didn't receive a call back as advised.

Admiral upheld the complaint in part and offered Mr R £50. It didn't agree that there was an issue with the repairs or that Mr R's family were made to wait. It did agree with the complaint about the call back.

Mr R wasn't happy about this and complained to us. He said the rectification work was estimated at £800. He said while he was without a car he had to rely on friends and family to go to and from work. He wanted Admiral to pay for the repair work and to compensate him for the distress and inconvenience he was caused by the handling of the claim and the overall service he received.

In the meantime, Mr R made a further complaint to Admiral for which Admiral provided a separate response. In that complaint Mr R said there were further issues with the repairs which included the fact that the damaged number plate had not been replaced, the front grille emblem was missing and the van had failed its MOT. Mr R was also unhappy with the service provided by Admiral's agents who he said had sent him abrupt emails. He was also unhappy he was originally refused a courtesy car. When he was provided with a courtesy car Mr R said he had to wait as the cover note was posted to him and didn't arrive for a week. He said he also had to pay a £70 hire charge. He added that he also had to pay for a trailer to move his van twice while it wasn't safe to drive.

Admiral upheld the complaints about the repairs, the poor service and the trailer costs. It offered Mr R £10 towards additional call costs, £50 for the delay in the repairs being completed, £100 for the trouble and upset this caused him in addition to the poor service provided and £70 for the hire charge. So it offered him £230 overall. In relation to the courtesy car it said that that under the policy Mr R was eligible for a van but not a car. It didn't agree that there was a delay in providing cover for the courtesy car. But it said it would cover out of pocket expenses if Mr R provided evidence. Admiral confirmed it was happy to cover the trailer costs as the car was confirmed to be undriveable by the independent assessor.

Mr R responded to Admiral and confirmed that the new number plate was fitted while Mr R's family were waiting to collect the car after the original repairs were carried out. He also pointed out that Admiral's approved repairer did not have vans as courtesy vehicles and questioned why the specific repairer was used for a van policy. Mr R said that the hire company insisted on a cover note before releasing the car to him, and this was regardless of whether cover had already started, as confirmed by Admiral.

We reviewed Mr R's complaints separately. Another ombudsman has issued a final decision in relation to Mr R's first complaint and decided to uphold it. The ombudsman accepted that Admiral's approved repairer did not carry out repairs to an acceptable standard which was supported by the report from the independent assessor. The ombudsman also accepted that the poor repairs led to the car failing its MOT. The ombudsman said that the poor repairs

caused Mr R unnecessary stress and inconvenience which included him having to arrange for the repairs to be rectified. She awarded Mr R a further £200 compensation in addition to what he had been offered by Admiral. The ombudsman also commented on Mr R's complaint that the van's value has been affected by the MOT failure. She didn't uphold that part of Mr R's complaint and said she hadn't seen any evidence of the reduction in value or that there had been problems in Mr R selling his van due to the failed MOT. Mr R accepted the ombudsman's decision.

An investigator reviewed the second complaint, which I am considering in this decision. She thought the complaint should be upheld in part. Our investigator thought Admiral delayed appointing an independent assessor after the van failed its MOT. She added that the rectification work was approved on 14 December 2023 but not sent to the correct garage until January 2024. She also agreed that the front emblem had not been replaced and asked Admiral to make arrangements for this.

In relation to the courtesy car, our investigator thought Mr R was entitled to one once the repairs were authorised. This was in October 2023 but Mr R could not collect it without a cover note which was posted to him instead of being emailed to the hire company. Mr R then went away for work and wasn't able to get the courtesy car. Our investigator thought a courtesy car should have been rearranged when Mr R was told by his garage that his van was unsafe to drive. But Mr R didn't receive a courtesy car until 5 December 2023.

Our investigator thought Admiral should pay a further £140 compensation (in addition to its £230 offer) to Mr R for the distress and inconvenience it caused him as a result of the delays and poor repairs. She also thought that Admiral should consider any evidence Mr R provides in support of his claim that he had to get taxis, public transport or have friends take him places while he was without a car. Our investigator said that she hadn't seen any evidence that the van's value had been affected by the MOT failure.

Mr R didn't agree that the award made by the investigator was sufficient in the circumstances. He said that he collected his van from the approved repairer on 3 November 2023 but a courtesy car was not arranged until 5 December 2023. He said if he'd hired a car over those 31 days this would have come to around £2,800. He said he expected to be compensated for what it would have cost to hire a vehicle over this time. He added that the van had an unblemished MOT history, and any prospective buyer would see that it failed due to a dangerous defect which would no doubt affect its value.

Our investigator responded to Mr R and said if he had hired another vehicle, she would have expected Admiral to cover those expenses but that wasn't the case here.

Admiral accepted our investigator's view but Mr R didn't so the matter was 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.

As I mentioned already, in this decision I will only be dealing with matters dealt with in Mr R's second complaint. I am also not able to comment on any matters which have already been decided by another ombudsman. This means that I will be looking at the complaints about the number plate, the emblem, the courtesy car delays, service issues to do with the abrupt emails, the £70 hire charge and the cost of the trailer. I note that my ombudsman colleague has dealt with the complaint about the van's value decreasing due to the failed MOT in her decision so I'm not able to look into this again.

I should also mention that in this decision I have focused on what I consider to be the main issues. I appreciate that the parties have raised a number of points and though I have considered them all I may not have addressed them each individually. No discourtesy is intended by this. We aim for our decisions to be as concise and to the point as possible.

The policy

Mr R's policy says that Admiral will cover the cost of his van's repairs in certain situations including if it's been damaged in an accident. The policy also says that a courtesy van will be provided while the customer's van is being repaired by an approved repairer. The policy also says that a courtesy van will not be provided until the repairs have been authorised and that it will not be a like for like replacement but a small car derived van.

The repairs

Mr R complained about the poor standard of the repairs which required rectification work. Another ombudsman agreed this was the case. Mr R later raised specific complaints about a missing number plate and front grille emblem.

Mr R said that the number plate was not replaced until his family went to collect the car in November 2023. He said they had to wait 90 minutes for further work to be carried out which included the new number plate. He said the old number plate was later placed in the footwell and this can be seen in some of the photos of the van.

Another ombudsman found that, on balance, Mr R's family were made to wait. On balance, I think the number plate was replaced during that time. I say this because I have seen the photos from the independent assessor which were taken after the original repairs and before the rectification work which show a new number plate on the van and another one in the footwell. Though this would have been frustrating at the time I was pleased to see that the number plate was ultimately replaced. And as another ombudsman has already considered Mr R's complaint about having to wait, I am not able to award further compensation for this. Mr R said the front grille emblem was also missing. Admiral has since told us this was returned to Mr R. If this wasn't the case it should arrange for this to be done now. As Mr R pointed out the original garage did bill Admiral for this.

Service issues

Mr R was unhappy about the service he received and specifically about emails he received which he considered to be abrupt. As Admiral has upheld this part of Mr R's complaint I take it it accepts this was the case. I appreciate that this will have added to the overall frustration

Mr R was experiencing and I think he should be awarded compensation for this. I will deal with this later on in the decision.

The cover note and the trailer costs

Admiral arranged cover for the courtesy car to start on 5 October 2023. Mr R said he had to wait four days for the cover note to arrive in the post before he could collect the hire car as he was told he needed this when he spoke to the hire company.

I appreciate Admiral may have started cover on 5 October 2023 but if Mr R needed the physical cover note then this would have been of little use to him. Admiral has agreed to pay Mr R's hire charges which he incurred in the intervening time which came to £70. I think this is fair and reasonable.

Admiral has also accepted that Mr R would have had to incur costs to move the van as it was undriveable. It said it would reimburse Mr R for his expenses if he provided evidence in support. Again I think this is fair and reasonable.

The courtesy van

The policy says a courtesy van will be provided while the customer's van is being repaired. It says once the repairs have been authorised it will arrange for this.

From what I can see, there were delays in the car being collected and taken to the original garage. Admiral hasn't explained why there was a 19 day delay and I don't think this was reasonable.

The car was assessed and repairs authorised on 5 October 2023 and a courtesy van was arranged but was later cancelled as Mr R was due to go away. I don't think this was down to Admiral.

I agree with our investigator in that I think a courtesy car should have been rearranged not long after Mr R's garage confirmed it was unsafe for him to drive his van during which time it also failed its MOT test. I appreciate Admiral may have wanted to confirm that the damage was down to its own garage's repairs but I don't think this should have taken until the start of December 2023.

Mr R said he should be compensated for being without a car for the 31 days between 3 November 2023 and 5 December 2023. Mr R said that he had to get taxis and use public transport and also had to rely on friends and family. But Mr R hasn't provided any evidence in support of those expenses and he hasn't said how much this cost him. Without this, I am not able to make any further award to Mr R in this regard. Mr R said he should be reimbursed for what it would have cost to hire a car, roughly £2,800. But as Mr R didn't hire another car, this isn't a loss he incurred and therefore not something I can reasonably ask Admiral to compensate him for.

If Mr R is able to provide evidence in support of his travel expenses he should provide it to Admiral to consider, as Admiral has already agreed to in its final response.

Compensation

Admiral has offered Mr R £230 overall compensation in relation to this complaint. Our investigator recommended a further £140 and in the circumstances I think this is fair and reasonable. I think this would take into account the frustration regarding the missing emblem and the number plate as well as the service issues. It would also take into account the delays in the car being collected and also in arranging the inspection by the independent assessor.

My final decision

For the reasons above I have decided to uphold this complaint. Admiral Insurance (Gibraltar) Limited must pay Mr R a further £140 compensation for the distress and inconvenience it caused him. This is in addition to the £230 it has already offered. If the £230 hasn't been paid it must also be paid.

Admiral Insurance (Gibraltar) Limited should also arrange for the front grille emblem to be returned to Mr R if it hasn't already and for the towing costs to be paid back to Mr R once he provides evidence in support. And it must also consider any evidence of travel expenses Mr R incurred whilst being without a car if he provides this.

Admiral Insurance (Gibraltar) Limited must pay the compensation within 28 days of the date on which we tell it Mr R accepts my final decision. If it pays later than this it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% a year simple.

If Admiral Insurance (Gibraltar) Limited considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr R how much it's taken off. It should also give Mr R a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 27 September 2024.

Anastasia Serdari
Ombudsman