

## **The complaint**

Mr B complains Admiral Insurance (Gibraltar) Limited took too long to repair his car.

## **What happened**

In mid-February 2024 Mr B claimed, for a damaged glass section of his car's roof, against his Admiral motor insurance policy. Admiral referred the repair to its main windscreen supplier (A). However A was unable to perform the repair. Admiral then referred the repair to an approved repairer (AR). The AR completed the repair and returned the car to Mr B around 20 March 2024.

In early-March 2024 Admiral responded to a complaint from Mr B. He had been unhappy with how the claim had been handled so far – including a lack of progress. Admiral accepted it had, on one occasion, taken too long to contact him about his claim. It apologised for related inconvenience. It offered £100 compensation. However, it didn't agree to pay him for loss of use for the period he had been without his vehicle. It said his policy doesn't provide that benefit in the circumstances.

In mid-March 2024 Mr B notified Admiral of additional concerns. Its May 2024 response included the following. It said it had previously tried to provide an explanation for why repairs had taken so long, but Mr B hadn't allowed its agent to speak. It repeated that his policy doesn't provide for a courtesy car. It accepted it hadn't provided the service expected. It didn't agree to Mr B's request that it refund his policy excess. But it did offer an additional £125 compensation.

Mr B wasn't satisfied with Admiral's response. He referred his complaint to the Financial Ombudsman Service. He said Admiral had handled his claim poorly – taking weeks to complete a repair that should have taken days. He said he hasn't been offered enough compensation to make up for the inconvenience and additional cost he's experienced as a result being without the use of his car. To resolve his complaint he asked for £500 compensation, £15 per day for loss of use of his car and a refund equivalent to one month's cost of his motor insurance.

Our Investigator felt Admiral was responsible for some, but not all the delay involved. In his opinion the £225 compensation already offered was enough to make up for any unnecessary inconvenience it was responsible for. So he didn't recommend it pay anything more or do anything differently. Mr B didn't accept that outcome. He asked that an Ombudsman consider the complaint. So it 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 this is an informal service I'm not going to respond here to every point or piece of evidence Mr B and Admiral have provided. Instead I've focused on those I consider to be key or central to the issue. In this complaint that's the time taken to complete repairs – and

the impact of delay on Mr B. But I would like to reassure him and Admiral that I have considered everything submitted. Having considered everything, I'm not going to require Admiral to pay any additional compensation or do anything differently.

The claim, from initial notification to final repair, took more than five weeks. That's longer than I would usually expect. The repairs took around two weeks – once the job had been referred to the AR. Most of those two weeks is accounted for by an unavoidable wait for delivery of the glass. That's not something I can fairly hold Admiral responsible for. But it did take longer than it should have for Admiral to place the work with a suitable repairer – so it's fair to say it was responsible for around two weeks avoidable delay.

Mr B accepts his policy doesn't provide for a courtesy car in the circumstances of his claim. The terms excluded provision where the only damage claimed for is to a windscreen. But Mr B feels Admiral should, because of the delay, pay him for 'loss of use' of his car.

This Service does sometimes require insurers to pay compensation for the financial loss a customer has experienced as a result of being without a car when they shouldn't have been – including where the policy doesn't provide for a courtesy car. I'm satisfied Admiral's handling of the claim resulted in Mr B unfairly being without the use of his car for around two weeks.

Mr B asked for a set amount - £15 per day - to cover his loss of use. However, this Service no longer awards a set amount. Instead we work out how much extra it cost the complainant to get around. We also consider whether they had use of another vehicle – Mr B said he had a work van available to him.

Mr B said he had to get buses and taxis to various social events. He's provided some taxi receipts. One appears to be from early in the claim - when I wouldn't have expected his car to have been returned to him. So I've discounted it. I've done the same for another that seems to date from after the car was repaired. The remaining total is around £40. Mr B said there's a further £100 of trips he can't provide receipts for. He hasn't provided any dates for those trips. But I accept some likely took place in the two-week period I find Admiral to have caused him to be without the use of his car.

I've also considered the unnecessary inconvenience caused by Admiral's delay. Mr B said he had to miss out on certain social events. I can see he also had to chase Admiral for progress and updates.

Overall considering everything I'm satisfied the £225 already offered by Admiral is enough to cover loss of use payments for two-week delay – plus an amount of compensation to reflect the unnecessary inconvenience and distress its poor handling of the claim caused. So I'm not going to require it to pay Mr B anything more or do anything differently.

### **My final decision**

For the reasons given above, I don't uphold Mr B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 1 October 2024.

Daniel Martin  
**Ombudsman**