

The complaint

Mr D complains about the repairs that Admiral Insurance (Gibraltar) Limited made to his car following a claim made on his motor insurance policy.

What happened

Mr D was involved in a collision with a lorry and his car was taken for repairs. When it was returned, Mr D took the car for a full service. He said this identified accident-related damage to the front of the car that hadn't been repaired and that the car needed wheel realignment. This would cost £1,210.60. But Admiral declined to pay for this as it said this damage was due to wear and tear and the car had already had a wheel alignment.

our investigator's view

Our Investigator recommended that the complaint should be upheld. She thought that it was more likely than not that the damage had been caused by the impact. A previous MOT hadn't indicated any problems. And she thought the recent geometry test had shown that the wheels weren't aligned. So she thought Admiral should arrange for these repairs to be done.

Admiral replied that its engineer and the approved repairer had said that the damage to the front of the car wasn't accident-related, but due to wear and tear. It said a geometry check had been completed and all readings were within manufacturer's specifications. It said the previous MOT was 10 months before the incident and wear and tear could have arisen since then.

my provisional decision

After considering all the evidence, I issued a provisional decision on this complaint to Mr D and to Admiral on 25 July 2022. I summarise my findings:

I was sorry to hear about Mr D's accident. I could understand that he wanted his car fully repaired. Mr D thought that as the other driver's insurer was paying for the repairs, then Admiral should ensure that his car was completely repaired. But Admiral has a duty to minimise claim costs and can only ask the other insurer to reimburse the costs of repairs that are justified by evidence. And Admiral is only responsible for completing repairs that are accident-related.

So the dispute was that Mr D thought that Admiral hadn't repaired all the damage to his car caused by the accident whilst Admiral maintained that the additional damage was due to wear and tear.

We're not engineers. We don't assess whether or how damage to a vehicle would be caused as this is a matter for the experts in these situations, the insurance companies and engineers. Our role in these complaints is to determine whether an insurance company has considered all the available evidence and whether it can justify its decision to not pay for additional repairs.

The evidence that Admiral had to consider was its approved repairer's estimate and report, its in-house engineers' notes, the car's previous MOT and the estimate and geometry check provided by Mr D.

I noted that Mr D's garage's report didn't say that the additional damage was caused by the accident. Mr D assumed that this would be likely from his recall of events. The approved garage made some unrelated repairs to the car for safety reasons but without Admiral's approval. It said the further additional damage was due to wear and tear. And Admiral's engineers maintained that the additional damage wasn't accident-related due to the nature of the impact. Admiral considered the car's previous MOT, but I thought it reasonably discounted this as it was done 10 months before the accident.

Admiral invited Mr D to provide further evidence to substantiate his claim for additional repairs, but he didn't do this. Where there's a dispute about repairs, we consider it helpful if an independent assessor is appointed to resolve the matter. But, in this case, I didn't think that was justified as Admiral hadn't had a conflicting report to consider.

So I thought Admiral had reasonably considered the evidence available and concluded that the additional damage was due to wear and tear, and so not accident-related. And so I thought it had justified its decision not to pay for the repairs to the front of the car.

However, I thought Admiral hadn't explained why the geometry check carried out a few days after Mr D's car was returned to him showed the wheels to be out of alignment. It discounted this as it said a previous check had shown the alignment to be within manufacturer's specifications. But it was evidently incorrect. Looking at the claim notes, I could see that the repairers had trouble completing a geometry check. So I thought Admiral hadn't justified dismissing this repair. And I thought it should reimburse Mr D for the cost of the geometry check and realignment, on production of an invoice for this.

Subject to any further representations Mr D or Admiral, my provisional decision was that I intended to uphold this complaint in part. I intended to require Admiral Insurance (Gibraltar) Limited to reimburse Mr D for the cost of the geometry check and wheel alignment.

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.

Mr D replied clarifying some points that he thought were incorrect. In summary:

- He said he hadn't asked his garage to undertake a damage inspection, but a service. He said it had listed the repairs to be made. But that doesn't change the fact that Mr D hasn't provided evidence that the additional damage to the front of the car was accident-related.
- Mr D said he'd asked Admiral to obtain an inspection from a dealership. But I'm satisfied that it's for Mr D to show that the damage has been caused by the incident. And, as I've said above, I don't think his request for Admiral to obtain a further report was justified as Admiral hadn't had a conflicting report to consider.
- Mr D said he hadn't asked Admiral to pay him £1,210.60, but to correct the repairs. And I agree that he wanted Admiral to pay for further repairs, not to reimburse him.
- Mr D said he thought Admiral should persuade the other insurer that his repair costs were legitimate. But, as I've said above, Admiral has a duty to minimise repair costs and must justify its outlay.

Admiral replied with further explanations from its engineer that it said justified its decision to decline to pay for the further geometry and wheel alignment Mr D had carried out shortly after the car was returned to him.

It said the geometry check carried out by an agent of the approved repairer had brought the readings into the manufacturer's specifications. It agreed that Mr D's garage had shown that

further adjustments had been needed. But it said this could have been caused by subsequent road use and further adjustment was a matter of service maintenance.

I can see that Mr D had his car serviced two days after it was returned to him. I can see from comparing reports that the car had been driven 62 miles since the accident. This may have included road testing. I can understand Admiral's argument that the wheel alignment may be affected at any time.

But, taking into account the distance Mr D had likely travelled since the car was returned to him and that all the wheels were out of alignment, I'm not satisfied that Admiral has sufficiently justified its decision not to pay for the further geometry check and wheel alignment.

So I'm satisfied that neither Mr D nor Admiral have provided any additional evidence that causes me to change my provisional decision.

Putting things right

I require Admiral Insurance (Gibraltar) Limited to reimburse Mr D for the cost of the geometry check and wheel alignment, on production of reasonable evidence for this.

My final decision

For the reasons given above, my final decision is that I uphold this complaint in part. I require Admiral Insurance (Gibraltar) Limited to carry out the redress set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 22 September 2022.

Phillip Berechree
Ombudsman