

## **The complaint**

Ms H complains that repairs carried out after a claim to Admiral Insurance (Gibraltar) Limited under her motor insurance policy were incomplete.

## **What happened**

Ms H has car insurance underwritten by Admiral. She made a claim in March 2021 after she was involved in a road traffic accident.

Admiral accepted the claim and arranged for repairs to be carried out to Ms H's car, which was damaged along the length of the passenger side.

In September 2021 (five months after the accident), Ms H's car failed its MOT. This was because of issues with the lights on the front passenger side of the car. In particular, the fog lamp was mis-aligned due to the bracket being broken.

Ms H says she's had no further accidents since the one in March 2021. And she's aware that the bracket for the fog lamp would only break if significant force were exerted on it. There's no suggestion that it was corroded or suffering from wear and tear.

Ms H told Admiral they'd missed the issue when carrying out the original repairs. And she asked them to pay for the repair (the cost of the required part is around £120) and the cost of the second MOT she had to pay for. She also asked them to fix some minor damage to her rear bumper, which she said hadn't been picked up in March 2021.

Admiral refused to do so. They said the damage to the fog light wasn't due to the accident in March 2021 and wasn't evident when their contractor carried out the repairs.

Ms H wasn't happy with this and made a complaint to Admiral. And when they didn't uphold her complaint, she brought it to us.

Our investigator looked into it and thought Admiral should pay for the repairs and the second MOT – and pay interest at 8% simple on that settlement, plus £100 in compensation for Ms H's trouble and upset. He thought it was more likely than not that the damage to the fog lamp was a result of the March 2021 accident.

Admiral disagreed and asked for a final decision from an ombudsman.

## **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.

There's no dispute here about the current issue with the fog lamp – or about the result of the first MOT. It's also absolutely clear that *if* the damage to the fog lamp was caused by the March 2021 accident, Admiral should pay for the required repairs as a final part of the settlement of the original claim. And pick up any subsequent cost of the second MOT – which would have been unnecessary if the repairs had been carried out effectively in March

2021.

So, the issue for me to decide is relatively simple. Was the damage in fact caused by the March 2021 accident, as Ms H suggests? Or did it occur after the original repairs were carried out and before the first MOT – so, in the period between late March and early September 2021.

The damage to the fog lamp is in an area of the car – the front passenger side – which clearly was impacted by the original accident. Repairs were carried out in that part of the car. So, it's not unreasonable on the face of it to suggest that the fog lamp may have been affected at the same time.

Ms H says she's had no further accidents with her car after March 2021. I don't have any reason at all to disbelieve her. There's no evidence to suggest a further accident. And if there had been, Ms H could have made a further claim and Admiral would presumably have been obliged to pay for the repairs in any case.

There's also no further damage to the car to suggest a second accident – and it might be expected that if Ms H had had a further bump sufficient to crack the fog lamp bracket, there might be other reasonably obvious damage to her car.

Admiral say the original inspection – for which they've provided the engineer's report – didn't pick up any damage to the fog lamp. They say this means there can't have been any damage at that time.

The original engineer's report certainly carries some evidential weight here, but I think Admiral are missing the point slightly. The complaint is exactly that the original inspection didn't pick up all of the damage.

There are also notes on Admiral's case diary which show they asked an internal expert engineer to review the case. The expert thought the damage wasn't evident in March 2021. And that the damage to Ms H's bumper – which she'd said had also been missed in March 2021 – might in fact show that she'd had a further accident.

It's difficult to see how a review of the March 2021 damage so long after the event – and relying only on the original report and the photographs that accompanied it – adds much to the debate.

The photographs taken by the original engineer show the damage he'd picked up. There are understandably no close photographs of areas he thought were undamaged – and there's certainly no photograph which shows the fog lamp bracket fully intact and undamaged.

And the point made by the expert about the damage to the bumper appears to miss the point that Ms H was complaining about damage to her *rear* bumper – well away from the damaged front passenger side fog lamp.

The expert's hypothesis is that damage to the front bumper – near the fog lamp – might indicate a second accident. But the damage Ms H asks Admiral to rectify is at the rear of the car.

Taking all of the relevant evidence and information into account, I don't think it's possible now to say with any absolute certainty when the damage to the fog lamp occurred. However, I'm satisfied on balance, weighing all of that evidence, it's far more likely that the damage was caused by the accident in March 2021 than by any further accident since then.

## **Putting things right**

That being the case, I agree with our investigator that Admiral should pay for the repairs to the fog lamp and for the cost of the second MOT, on receipt of the relevant invoices from Ms H.

Ms H has effectively been deprived of that money – from the date she paid it out to the date Admiral pay her – and so Admiral should pay 8% simple interest on that amount, calculated between those dates.

Ms H has suffered a degree of inconvenience as a result of Admiral's error – having to arrange a second MOT and pursue the issue with Admiral. And she's also suffered some stress and upset due to Admiral's refusal to pay for the repairs and the second MOT.

I'm satisfied the £100 suggested by our investigator is reasonable and sufficient compensation for Ms H's trouble and upset.

## **My final decision**

For the reasons set out above, I uphold Ms H's complaint.

Admiral Insurance (Gibraltar) Limited must:

- pay for the necessary repairs to Ms H's fog lamp;
- pay for her second MOT;
- add 8% simple interest to both those payments, from the dates Ms H paid for the repairs and the MOT to the date Admiral make the payment to her;
- pay Ms H £100 in compensation for her trouble and upset.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H to accept or reject my decision before 28 October 2022.

Neil Marshall  
**Ombudsman**