

The complaint

Mr J complains about the repairs that Admiral Insurance (Gibraltar) Limited made to his car following a claim made on his motor insurance policy. He wants it to write off his car and pay him its value.

What happened

Mr J was involved in a non-fault accident and Admiral took his car to its approved repairers for repair. But Mr J was unhappy with the standard of the repairs. He wanted Admiral to pay him the car's value. He listed various problems with the car.

Our Investigator recommended that the complaint should be upheld. He thought Admiral should have its approved repairer examine the car and consider Mr J's concerns and rectify them or pay him the car's value, as it saw fit, if they were accident-related. He also thought that if Mr J remained unhappy, then he should obtain an independent engineer's report to show that the repairs were inadequate.

After the complaint came to us, Admiral had an independent engineer inspect the car. He recommended further repairs should be made. Admiral offered to return the car to the approved repairer to complete these. Or it offered that Mr J could obtain his own repairs estimate and it would pay him a cash sum to cover this. It also paid Mr J £400 compensation for the trouble and upset caused and its poor communication with him.

Our Investigator thought Admiral had made two reasonable offers to rectify the repairs to the car. He couldn't say that Admiral needed to declare the car to be a total loss as it was repairable. And he thought Admiral's offer of compensation was fair and reasonable for the trouble and upset caused by it not completing the repairs adequately the first time.

Mr J replied that his concerns about how the car handled and rattling noises from the rear hadn't been investigated. He declined Admiral's offer and asked for an Ombudsman's review. So his complaint has come to me for a final decision. Mr J provided videos of his car to show his concerns.

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.

I was sorry to hear about Mr J's accident. I can understand that it must have been a traumatic experience and that it has left him stressed. I can see that it's now a year later and Mr J is still unhappy that his car hasn't been fully repaired. I can understand that this must be frustrating for him. I can also understand that it must be upsetting to be in this position following an accident that was no fault of his own.

Mr J wanted Admiral to declare his car a total loss and make him a cash payment for its value. Our approach in cases like this is to consider whether the insurer's acted in line with the terms and conditions of the policy and fairly and reasonably.

I can see that Mr J's policy states on page 13 of the policy booklet:

"What we will pay

We will decide how to settle your claim and will either pay.

- *to repair your vehicle*
- *a cash sum to replace the damaged vehicle”*

So I think Admiral's entitled to decide how to deal with the claim. And in this case, it has decided to repair Mr J's car even though this was at considerable cost. But the repair costs were still much less than the car's market value. I can't require Admiral to deem the car to be a total loss if it's repairable.

Admiral has agreed that it didn't complete the car's repairs fully the first time around. It instructed an independent engineer to inspect the car and he found that further accident-related work needed to be done. And it gave Mr J two options to complete these repairs and Mr J took the car back to the repairer for further work. Admiral also declined to repair damage to the other side of the car as this was pre-existing. I think that's fair and reasonable as Admiral is only responsible for repairing accident-related damage under the claim.

After the car was first repaired, from what I can see, Mr J raised concerns about the repairs but didn't then take the car back to the repairer for investigation. I would expect this to be the first step he would take to get matters resolved. And I can see that Admiral has accepted that it should have been more proactive to get this done.

After the complaint came to us, Admiral instructed the independent engineer to inspect the car's repairs. He carried out a visual inspection. The further accident-related repairs he identified were then carried out. Mr J then corresponded with the repairer about further issues when he drove the car and he's provided us with these emails. In these, Mr J reported that the repairer had driven the car and didn't note any problems.

Mr J said he had the car serviced, but I can't see that this identified any issues with its driveability. Mr J took his car back to the repairers, for a road test. But he said the technician said the car was fine. Mr J has provided us with videos demonstrating a noise when the car brakes and a rattle. But we're not engineers and it's not for me to decide whether or not these concerns are related to the accident or previous repairs.

But Mr J thinks there is mechanical damage caused to his car by the accident or the repairs that hasn't been repaired. I can see that, at the start of the claim, Mr J raised his concerns with Admiral saying that he didn't feel safe driving the car. And he continues to be worried by this. But I haven't seen any engineering evidence to show that there are mechanical problems with the car that are related to the accident.

Following the independent engineer's report, Admiral agreed to carry out a full vehicle health check on the car. I think this would identify any mechanical issues that were accident-related. And, if it does, then I would expect Admiral to repair them under the claim.

If Mr J remains unhappy, then I think it's for Mr J to show that his concerns are claim-related. Admiral has already instructed the independent engineer and he found the car to be roadworthy but recommended the vehicle health check. The repairer took the car for a road test and found the car to be fine. Our Investigator recommended that Mr J should obtain his own independent assessor's report if he remains concerned.

The Investigator also recommended that if the report shows that further accident-related repairs are needed, then Admiral should either pay for these or pay Mr J cash to have them done. And it should then also reimburse Mr J for the cost of the report and pay him £150 compensation for the trouble caused. I think that's fair and reasonable in the circumstances.

I agree that Admiral's repairer should have completed the work fully when it first carried out the repairs. And I'm satisfied that the options Admiral gave Mr J are fair and reasonable, and in keeping with his policy's terms and conditions. I'm also satisfied that Admiral should have communicated better with Mr J, including telling him about the planned independent inspection. And I think it's payment of £400 compensation for this and its service failings is fair and reasonable as it's in keeping with our published guidance.

Putting things right

I require Admiral Insurance (Gibraltar) Limited to do the following, as it's already agreed to do:

1. Carry out the rectification work identified by the independent assessor, including the vehicle health check, and any further accident or repairs-related damage this identifies.
2. Consider any independent engineer's report provided by Mr J if it shows that there are further accident or repairs-related issues yet to be rectified. It should then either pay for these repairs or pay Mr J cash to have them made, reimburse Mr J for the cost of the report, and pay him £150 compensation for his distress and inconvenience.
3. Pay Mr J £400 compensation for the distress and inconvenience caused by its handling of his claim, as it's already done.

My final decision

For the reasons given above, my final decision is that I uphold this complaint. 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 J to accept or reject my decision before 16 January 2023.

Phillip Berechree
Ombudsman