

The complaint

Mr C complains about the settlement Admiral Insurance (Gibraltar) Limited offered him after he made a claim on his motor insurance policy. Mr C wants his car fully repaired and compensation for distress and inconvenience.

What happened

To summarise, in March 2022, Mr C found that his car had been vandalised whilst parked overnight. He reported the incident to the police. In July 2022, Mr C made a claim on his insurance policy.

After Admiral's approved repairer had assessed the damage and works needed, Admiral arranged for Mr C's car to be inspected by an independent assessor. The assessor didn't think the damage was as a result of vandalism. However, he made some recommendations regarding limited repair works and a cash-in-lieu settlement.

In October 2022, Admiral wrote to Mr C confirming, in essence, that they weren't satisfied the damage claimed for was as a result of an insurable event. However, Admiral decided to deal with the claim by offering a cash-in-lieu settlement of £295.51, that is, £805.51 less the policy excess payable of £510, in line with the recommendations of the independent assessor.

Mr C rejected this offer and complained. He was unhappy with the cash-in-lieu figure provided and thought Admiral should be covering all the damage to his car. He disagreed with the independent assessor's report and the way in which the report was carried out.

Admiral rejected Mr C's complaint, maintaining its position and reiterating that it had relied on the opinion of the independent assessor, who was an impartial expert.

Mr C remained unhappy, so brought his complaint to the Financial Ombudsman Service. An investigator looked into things for him but didn't uphold the complaint. She thought Admiral had reached a fair and reasonable settlement figure, based on the expert evidence.

Mr C obtained his own independent opinion from another assessor, but ultimately, both Admiral and our investigator remained of the same view. Mr C disagreed, so the complaint has been passed to me for a final decision.

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.

Having done so, I'm going to ask Admiral to pay the settlement figure of £295.51. But I won't be asking it to do anything more in respect of this complaint. I appreciate how strongly Mr C feels about his complaint, and I understand this will be unwelcome news. I'll explain my

reasons, focusing on the points and evidence I consider material to my decision. So, if I don't refer to a particular point or piece of evidence, it's not because I haven't thought about it. Rather, I don't consider it changes the outcome of the complaint.

My role is to decide whether Admiral fairly dealt with, and settled, the claim in line with the policy terms and its usual processes. I can only say it should do something different if I don't think that's the case.

Mr C's policy allows Admiral to decide how to settle a claim, either by repairing a vehicle or paying a cash sum to cover reasonable costs of parts and labour.

Mr C says that Admiral's approved repairer could clearly see malicious damage over multiple panels of his car bodywork. Mr C's provided an email from the repairer. But this email doesn't give an opinion regarding the cause of damage. It simply confirms that many panels were damaged and would require painting to eradicate scratches. The approved repairer's job is to comment on the condition of the car and outline repair works needed. It's the insurer's job to determine if a claim is payable and I've not seen anything to confirm that Admiral accepted the damage was something covered under the policy terms.

Having received the approved repairer's estimate, Admiral requested an independent assessor's opinion. The assessor inspected the car, with Mr C present, and concluded:

'On this occasion I see no damage which I would record as vandalism in the normal sense.'

'In the most I feel that the vehicle would likely respond to a machine polish all over with perhaps a paint to the NSR bumper corner where the scratch is through to the undercoat.'

I appreciate Mr C strongly disagrees with the report and has questioned the meaning of 'vandalism in the normal sense' as well as the professionalism and independence of the assessor. I don't know precisely what the assessor meant by 'vandalism in the normal sense'. But taking the ordinary, everyday meaning of those words and applying them to the assessor's task, I think it likely he meant that the condition of Mr C's car did not match his expectation or experience of what malicious damage to a vehicle usually looked like. I can see that the assessor was technically qualified and held membership of the appropriate industry bodies. So I'm satisfied his report should be viewed as expert evidence and I think it was reasonable for Admiral to rely on his report in deciding how to settle Mr C's claim in October 2022.

After Mr C rejected Admiral's cash settlement figure, Admiral commissioned a desktop assessment of the damage to Mr C's car, based on the initial report from the independent assessor and photographs. This report acknowledged that it wasn't possible to date the damage to the car or therefore reconcile particular damage as having resulted specifically from the reported incident. With that in mind the assessor's opinions in respect of malicious damage having occurred on the date reported remained neutral. However, the assessor did say that the pattern of damage was indicative of having been the result of *'multiple unrelated impacts and contacts.'* In his view, *'damage is not reflective of having resulted from a single, continuous contact / force as may typically be associated with an act of vandalism.'*

Mr C is adamant that the damage to his car is as a result of vandalism. He stresses the fact that his car was extensively resprayed in late 2020, and it's therefore implausible for his car

to have sustained such widespread damage through further wear and tear between then and the incident in March 2022. After bringing his complaint to the Financial Ombudsman Service, Mr C commissioned his own assessment by an appropriately qualified engineer. Of course, this evidence wasn't available to Admiral when it made its claims decision. But as part of Mr C's overall complaint, I've considered it and Admiral's comments on it carefully.

In this report from March 2023, the assessor states:

'Following our inspection we can confirm that the vehicle does have damage present which could be consistent with a malicious/vandal type attack.'

The report goes on to list ten areas of damage that the assessor considers *'could potentially be related to a malicious attack.'* And he concluded that the rear bumper and tailgate would require repainting but he considered the scratches to other panels would respond to being machine polished – an opinion that appears broadly in line with the independent assessor's.

In its comments on this report, Admiral noted that the language used was not conclusive and simply stated the possibility of vandalism being the cause of damage to Mr C's car.

In a follow-up letter to the report in May 2023, the engineer commissioned by Mr C sought to clarify his earlier opinion, stating:

'I would not expect wear and tear to have occurred to the level and number of scratches which were present on the vehicle at the time of my inspection in such a relatively short period of time after the panels had been repainted. Again, on the balance of probability, I would be of the opinion that the scratches detailed within my earlier report have most likely been caused maliciously.'

It is clear that there isn't consensus across all the reports as to the likely cause of the damage to Mr C's car. Overall, I'm inclined to favour the report based on inspection closest to the time of incident, that of the independent assessor. And I'm very mindful that in his original report, the assessor commissioned by Mr C did not conclude that the damage was probably caused by vandalism, only that it possibly was.

In all the circumstances, I don't think Admiral acted unreasonably in relying on the evidence of the independent assessor when deciding Mr C's claim. Ultimately, Admiral wasn't satisfied the damage claimed for had resulted from an insurable event. Nevertheless, as the policy allows, it offered a cash sum to Mr C to conclude matters. I think this was fair.

Finally, I appreciate Mr C has found dealing with Admiral stressful and upsetting. But ultimately, I don't think Admiral acted unfairly in dealing with his claim, so I'm not asking it to do anything more to resolve matters.

Putting things right

Admiral has dealt with Mr C's claim by way of a cash settlement of £295.51, in line with the independent assessor's report. I think this is a fair way to resolve Mr C's claim.

My final decision

My final decision is that Admiral Insurance (Gibraltar) Limited should pay Mr C the cash settlement of £295.51, as outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 25 August 2023.

Jo Chilvers
Ombudsman