

## **The complaint**

Mr H complains that Admiral Insurance Company Limited failed to repair all the damage to his vehicle following a claim on his motor insurance policy.

Whilst Mr H is represented by a family member, for ease of reading, I'll refer to all submissions having been made by Mr H.

## **What happened**

In November 2021, Mr H was involved in an accident when his car collided with a cyclist. He made a claim to Admiral under his motor insurance policy.

Admiral said it needed to await the police charges before it could determine whether the claim was covered because, if Mr H was charged with dangerous driving, it might invalidate his policy.

In September 2022, it looked unlikely charges of that nature would be made. So Admiral instructed its authorised repairers. An inspection report was provided which quoted the cost of repair – including parts, labour, and VAT – to be £6,038.04. The pre-accident value of the vehicle was estimated to be £7,053.

Mr H was subsequently charged with dangerous driving. The claim was put on hold until the outcome of the proceedings was known. As Mr H received a not guilty verdict, Admiral authorised the repairs of the vehicle.

In July 2023, Mr H contacted Admiral as he was concerned his vehicle hadn't been fully repaired. He said the original inspection identified a problem with the floor pan and under tray, but these repairs seemed to have been missed. He believed this had caused the fuel lines to rub against the damage and fluid was leaking.

Admiral arranged for the vehicle to be inspected. It was found that the undertray was zip tied in place and beyond repair. But Admiral didn't think this damage was consistent with a collision with a bicycle. As it's only liable to repair the damage caused in the accident, Admiral declined to authorise any further repairs under the policy.

Mr H didn't think this was fair. He said he's not been involved in any other accident which can be evidenced by the data from the vehicle's black box. He raised a complaint, which Admiral upheld. It acknowledged that the damage to the under tray should've been picked up and its engineers were "surprised" that it hadn't been. But as it had an independent assessor's report which said this damage wasn't caused in the accident, it wouldn't be able to pay for the repairs. Admiral paid £450 compensation for poor service.

As Mr H remained unhappy, he brought his complaint to our service. As he needed to repair his vehicle, he paid to have this work carried out whilst awaiting our investigation.

Our Investigator upheld the complaint. He said he's not persuaded by the independent assessor's report, which Admiral are relying on, because its findings were made on the

assumption that the bicycle went over Mr H's bonnet in the collision. As there is no evidence to suggest that's what happened, and the available evidence suggests it's more likely the bike went under the vehicle, he was of the opinion that Admiral should reimburse the costs Mr H has incurred in repairing his vehicle. He was satisfied the compensation offered for poor service was fair.

Mr H accepted this outcome. But he's highlighted that, whilst the fuel lines and floor have been repaired, it's not to the standard an approved body shop would've carried out. So although the vehicle is now roadworthy and passed its MOT, it won't have the same resale value. He says that had Admiral taken responsibility for all repairs listed, it's likely the vehicle would've been written off.

Admiral didn't accept our Investigator's recommendations. So the complaint has been 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.

It's not in dispute that Mr H's claim is covered by the terms of his policy and that any damage to his vehicle arising from the accident in November 2021 is covered. So if I find that, on the evidence available, it's most likely the damage to the underneath of Mr H's vehicle was as a result of that accident, Admiral should pay for the repairs.

I've looked at the initial inspection report carried out in September 2022. This report lists the parts requiring replacing, which includes floor panels, floor panel covers, and a fuel inject pipe set. Under the column entitled "betterment", these parts are listed as 0%. This leads me to believe the assessor was of the opinion that repairing the damage to the floor and underneath of the vehicle would put the vehicle back in the position it was in prior to the accident.

It's not clear exactly when the car was repaired. And I haven't been provided with a report from the garage that carried out the works. But other than a temporary repair, no works were carried out to the underneath of Mr H's vehicle. Admiral says its engineer was "surprised" this wasn't picked up. So it doesn't appear to be in dispute that this damage was there at the time of repair.

Admiral has provided an assessor's report carried out in August 2023. This report concludes that the damage to the vehicle appears to be from more than just the accident in November 2021. It says the floor pan damage can't be attributed to the claim details where a bicycle went over the bonnet of Mr H's car, rather it appears to be long standing.

As our Investigator has explained, there's no evidence to suggest that the bicycle went over the bonnet of Mr H's vehicle. The police report and witness statements are all clear that the cyclist hit the driver side of the vehicle and the cyclist went over the bonnet cracking the windscreen.

I haven't found any details of what happened to the bicycle itself. The witness statements say it was lying on the ground away from the cyclist. And the photographs of the bicycle show that it's bent, and the rear wheel has come off.

I can't say for certain what happened to the bicycle as I wasn't there. I would've expected Admiral to have got to the bottom of this at the time of the claim when it was in the process of gathering witness evidence. But as it didn't, I can only say what I think most likely

happened based on the evidence available. And I think there is a strong possibility that the cyclist came off the bicycle on impact with the car, at which point the bicycle itself fell to the ground and could have easily slipped under Mr H's vehicle where it was damaged and caused damage.

The assessor also concludes that the fuel leak appeared fresh and it's unlikely a leak of that much fuel would be maintained for any length of time. But I'm not persuaded that just because the leak was fresh at that time means it can't be attributed to the lack of repairs carried out prior.

I appreciate the evidence available is inconclusive. But where I can't determine exactly what has happened, I need to decide what's most likely to have happened. Taking into account the original inspection, Mr H's testimony, and the inaccurate assumptions in the assessor's recent report, I'm persuaded the damage to the underneath of Mr H's vehicle was as a result of the accident and should've been repaired at the time. Had it been, it's likely further damage to the vehicle wouldn't have occurred.

For that reason, I agree with our Investigator that Admiral should reimburse the costs Mr H has paid to repair his vehicle – which amount to £757.57 – plus 8% interest per annum.

I appreciate Mr H's concerns that his vehicle isn't repaired to the standard it would've been, which will likely impact the resale value. But the vehicle is roadworthy and passed its MOT, so I have no evidence to suggest the car is in a worse condition than if Admiral had repaired it. Furthermore, I've seen nothing to suggest that Admiral were intending to write the car off after receiving the initial quote for repairs.

Finally, I understand Mr H has also raised concerns over the poor service he's received. And Admiral has paid £450 compensation in recognition of this. I'm satisfied this is a fair resolution to this part of the complaint given that much of the distress and inconvenience has been caused to Mr H's representative rather than to himself.

### **My final decision**

For the reasons I've explained, I uphold this complaint and direct Admiral Insurance Company Limited to reimburse Mr H the sum of £757.57 plus 8% simple interest per annum from the date the money was paid until the date he is reimbursed.

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

Sheryl Sibley  
**Ombudsman**