

The complaint

Mrs A has complained about the quality of the repairs that were done to her car after she made a claim on her motor insurance policy with Admiral Insurance (Gibraltar) Limited ('Admiral').

Admiral is the underwriter of this policy i.e., the insurer. During the claim Mrs A also dealt with other businesses who act as Admiral's agents. As Admiral has accepted it is accountable for the actions of its agents, in my decision, any reference to Admiral includes the actions of the agents.

Mrs A brought her complaint to us through a representative but for ease I will refer to their comments as Mrs A's.

What happened

Mrs A made a claim on her motor insurance policy after her car was damaged in a road incident. She initially wanted to use her own garage but ultimately the repairs were carried out by one of Admiral's approved repairers.

Mrs A wasn't happy with the repairs or Admiral's service and complained. She was mainly unhappy with some of the paint work and also said that some parts hadn't been replaced, including part of the front bumper.

Admiral arranged for the car to be taken back to the repairers but said it wasn't able to replace the front bumper as that part was no longer produced or used by the manufacturer. It also responded to Mrs A's complaint and awarded her £200 compensation for causing delays and for the standard of repairs.

Mrs A brought her complaint to us and wanted to be reimbursed for out-of-pocket expenses which amounted to £40 for obtaining a repair estimate from her own garage and said she wanted the car written off if parts are no longer available.

The complaint was considered by one of our investigators. In the meantime, Admiral made an offer to make a cash in lieu payment for the missing part which included VAT and the cost of fitting. Mrs A accepted but said there was also an outstanding issue relating to a missing undertray which she had raised with the approved repairer and which Admiral hadn't yet addressed.

Our investigator arranged for a second complaint to be set up and referred the matter to Admiral to respond to.

Admiral issued a further final response letter, but it didn't uphold the complaint. It said that the approved repairer said that when the vehicle came to it it did not have an undertray. It said it would not be standard to add one unless it was damaged during an incident. Admiral added that this had been discussed between Mrs A and the approved repairer and that there were no images showing the undertray when the car was taken to the garage.

Mrs A said the repairers didn't discuss the undertray with her or show her any images.

A different investigator reviewed this complaint, but she didn't think it should be upheld. Our investigator didn't think there was enough evidence to show that there was an undertray on the car when it arrived at the garage.

Mrs A didn't agree. She insisted that she hadn't been provided with images showing that there was no undertray or that the garage discussed this with her. She added that the garage informed her that the undertray as well as the front bumper trim were both out of stock.

Our investigator referred the matter back to Admiral who referred it to one of its engineers. The engineer said that the location of the damage is at the front of the car whereas the undertray is mounted further back and fixed in several positions. The engineer added that had the undertray been damaged in the accident it would still be present in its entirety or there would be substantial remnants of it. As there was nothing on the car this would suggest that the undertray was not present when the car went into the garage. He also said that the damage was confined to the front bumper and any issues with the undertray wouldn't be consistent with the accident circumstances. Finally, the engineer said that neither the approved nor the other repairers' estimates mention the presence of an undertray or any damage to it.

Mrs A didn't agree and asked for an ombudsman's decision, so the matter was passed to me to decide. Before I made my decision, I asked our investigator to send Mrs A the photographs which had been taken by the approved repairer and which Admiral said had already been shared with her and give her the opportunity to comment. As there were no comments from Mrs A by the deadline we set, I decided to proceed with my 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.

In this complaint I am only looking at the issue of the missing undertray. As I mentioned above, Mrs A was also unhappy about Admiral's service and a missing front bumper part but that complaint has been resolved by our investigator.

Like most insurance policies I'm aware of Mrs A's covers her for repairs to her car following an accident. Admiral has already made some repairs and replaced parts which were damaged in the accident. But Mrs A doesn't think Admiral has repaired or replaced everything. She believes that there is an undertray missing from her car which was there before the accident.

In order for me to uphold Mrs A's complaint I would have to be satisfied that either the undertray went missing as a result of the accident, or that Admiral's approved repairer removed it for some reason and never replaced it.

Admiral says that the undertray was missing from the car when it was delivered to its approved repairer. So, it didn't have to replace it as it is under no obligation under the policy to replace a part that wasn't damaged as a result of the accident.

Mrs A said it is difficult for her to prove the undertray was there as there would be no reason for her to take photos of the undertray before getting the car to the garage. She said that the undertray isn't visible unless someone intentionally looks underneath the car. She added that the only way she spotted it was because she noticed that the front bumper trim was missing. Mrs A said the undertray is a standard part of the car so there is no reason why it wouldn't be there.

I appreciate that it is difficult to evidence that the undertray was there to begin with. But I have to go by the evidence that is available to me to decide what is most likely to have happened. Admiral said that the approved repairer said the car came to it without an undertray. It provided photographs of the car while it was at the garage. I have considered those photographs and there is no undertray visible but at the same time the photographs aren't necessarily taken from an angle which would clearly show that part of the car. So I don't think the photographs are particularly helpful when it comes to deciding whether the undertray was already there or not.

Admiral's engineer said that the location of the damage was to the centre front and the circumstances of the accident wouldn't lead to the undertray being damaged. Mrs A said the damage was to the front left which I can see from the photographs. Nevertheless, I accept Admiral's evidence that the impact was essentially too far to the front to have caused damage to the undertray. This is the only expert evidence available, so I think it is fair and reasonable that Admiral has relied on it. And looking at the photographs I can see that the damage was limited to the front of the car and I can't see how the undertray would have been damaged without the parts around it being damaged too. But even if that wasn't necessarily the case, Admiral's engineer said that the undertray was fixed in a number of different places along its periphery and that if it had been damaged in the accident, at least part of it would have remained on the car. But in this case the undertray is completely missing. Again, this is the only expert evidence available on this point and it supports Admiral's actions.

Bearing in mind the above, I don't think, on the balance of probabilities, that the undertray was damaged in the accident. It follows that I don't think Admiral has to replace it under the terms of the policy.

As I said above, I would consider asking Admiral to replace the undertray or compensate Mrs A for it if I thought that it had been removed by its approved repairer. Bearing in mind the engineer's evidence who said the damage was only to the front of the car, I'm not aware of any reason why the approved repairer would remove the undertray at any point. So, on

balance, I find it unlikely that the undertray was removed by the approved repairer and not put back. So, I won't be asking Admiral to replace it or to compensate Mrs A for it.

I appreciate Mrs A will be disappointed with my decision but for the reasons I gave above, I don't think Admiral's actions were, in the circumstances, unfair or unreasonable.

My final decision

For the reasons above, I have decided not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 16 January 2025.

Anastasia Serdari
Ombudsman