

The complaint

Mr W complained about Admiral Insurance (Gibraltar) Limited's actions when he claimed for accident repairs under his motor insurance policy.

What happened

Mr W was reversing his car into his driveway when a third party hit his car. Mr W's car was damaged, and he was also unfortunately injured in the accident.

Admiral's approved repairers (Admiral's garage) agreed to repair his car's accident-related damage, and he got his car back from them a few days later. Mr W said that because of his injury he wasn't allowed to drive for about a month and when he did so, he found that Admiral's garage hadn't repaired his car fully and it wasn't driveable. Admiral said they hadn't repaired the mechanical damage because that hadn't been caused by the accident but was due to wear and tear or poor maintenance. So Mr W paid for his own car repairs and complained to Admiral.

He wanted them to reimburse him for the repairs he'd paid for himself, and to compensate him for the stress he said he'd experienced as a result of how they'd managed his claim. He also felt that Admiral put his safety and that of others at risk by not repairing his car properly.

The investigator recommended that his complaint should be upheld. She thought that there was enough independent evidence to say that the accident did cause his car's damage and that Admiral should reimburse him for that. Admiral didn't agree and so I've been asked 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.

Admiral had partially upheld his complaint to them. They paid him £200 for distress and inconvenience, and other amounts for loss of use, diagnostic fee, and for the replacement of a satellite navigation device which Mr W said had disappeared from his car while it was in their garage. But they wouldn't reimburse for the repairs he'd paid for as they said it wasn't accident related.

We don't assess whether or how damage to a car is caused as this is a matter for the experts in these situations, the insurance companies, and engineers. Our role in these complaints is to determine whether an insurer has considered all the available evidence and whether they can justify their decision to not pay for additional repairs. We look at all the available evidence - including anything provided by the consumer, the insurer, and the repairer. We normally give the greatest weight to independent expert motor engineer reports. We also don't have the power to punish or fine businesses as we don't monitor or regulate them, but only deal with individual complaints.

Mr W said that after Admiral's garage returned his car it was making noises from the accident impact side, and it shuddered when braking. Admiral said that there'd been no

mechanical damage to his car, and their garage had done cosmetic repair only. Their driver who'd returned his car didn't notice any noise from it. Also there was an intervening period of about a month between Admiral's garage giving Mr W his car back, and Mr W reporting this damage. The inference from this was that during that period, something else could have happened to it. But Admiral hadn't recorded the car's mileage at the relevant times to show that it had been driven. And Mr W said he hadn't been allowed to drive for about a month, and no one else drove the car. I've no reason to disbelieve him about that.

Admiral suggested that Mr W had failed to maintain his car. But Admiral's own diagnostic report after the accident says that his car's pre-accident condition was good. And Mr W has shown us a manufacturer garage assessment he'd got about a month before the accident which that his car was well maintained before the accident and didn't suggest any problems with the areas in question.

And Mr W said his car was driveable before the accident but not after it. I've read Admiral's own file on the case, and it shows that when Mr W first reported the accident to Admiral he said that it was making lots of noise and he felt it was undriveable. So Admiral agreed to recover it from him and take it to their garage on a truck. Admiral's diagnostic report also confirms that there was significant impact to the car in the accident, and it was also enough to injure Mr W. All of this suggests the damage was caused in the accident.

Admiral offered to have an independent assessor inspect his car, to establish the damage's cause or to try to resolve it and make it right if they were responsible. But Admiral said Mr W hadn't given them that opportunity. However their inspector wasn't able to inspect Mr W's car properly while it was on his driveway. And although Admiral asked Mr W's garage if they could inspect it while in that garage, the garage couldn't enable that due to lack of space. I don't think I did these things were Mr W's fault and he wasn't preventing them inspecting his car.

Mr W took his car to a garage who did an assessment of it and, he said, thought that there was significant mechanical damage where the accident impact had happened and that if it has been wear and tear it would have been more evenly spread across the car and not just on the impact area. Mr W also had a manufacturer specialist garage look at his car and estimate for the repair works. They noted that the damage was accident related. Despite the input of these two garages, Admiral's engineers still maintained that it was wear and tear.

I wouldn't describe either of the two garages' views as expert reports. They don't consider other possible causes of the damage. But Admiral should still have looked at what Admiral's two separate garages said along with all the other evidence above. I don't think that Admiral looked at all the evidence properly. I consider that the evidence overall suggests that the damage was there when Mr W's car went into Admiral's garage for repair, and that it was caused by the accident, and that their garage didn't fix it. So I think there is enough evidence to suggest that Admiral should reimburse Mr W for the repairs not done and that he has already paid for, on proof of his payment of those.

I do see that Mr W has found pursuing the claim stressful, and I recognise that, but there will always be some inconvenience involved in pursuing an insurance claim, particularly where repairs are involved, I think that here the £200 Admiral has paid does reflect that.

My final decision

For the reasons I've discussed above, it's my final decision that I uphold this complaint and I require Admiral Insurance (Gibraltar) Limited to reimburse Mr W for his car's repairs that he has already paid for.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 1 January 2025.

A handwritten signature in blue ink that reads "R. Scott". The signature is written in a cursive style with a large, stylized "R" and "S".

Rosslyn Scott
Ombudsman