

The complaint

Mrs L complains about the decision of Admiral Insurance (Gibraltar) Limited that some damage to her car is unrelated to an accident for which she is claiming under her motor insurance policy.

What happened

The rear of Mrs L's car was hit by another vehicle while parked and unattended. Admiral accepted the claim as the responsibility of the other driver and took the car in for repairs. Mrs L asked that the front wheels be checked for damage as well as the obvious damage to the rear of the vehicle. She explained that her car had been pushed up onto a grass verge and over a kerb and she was concerned that the front wheels may have been damaged.

When the car was returned she identified some damage to the front bumper and grille which she felt must have been from the incident. She asked Admiral to repair this damage but it refused. It explained that its in-house engineers, and the nominated repairer, had concluded that the damage was unrelated to the accident and so must have been incurred before the accident. Mrs L complained to Admiral about its decision but it maintained its position so she brought her complaint to this service. An investigator considered the case but felt that Admiral had acted fairly. Unhappy with this outcome Mrs L has asked that an ombudsman review her complaint and make a 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.

I'm not going to uphold this complaint against Admiral. I think that it has acted reasonably in handling the claim and I haven't seen any evidence to justify me asking it to review its decision.

At the accident site Mrs L took pictures of the damage to her car, but none of the front of the vehicle. I've reviewed these pictures and seen the kerb that the car was pushed up onto which is a standard kerb with a small flat grass verge before a pedestrian pavement. Mrs L asked Admiral to have the front wheels looked at in case they were damaged from hitting the kerb but the repairers confirmed that they were not.

The pictures provided from Admiral's repairer show very similar notches in two locations, left and right of centre, on the front bumper. They also show damage to the grill directly, in the form of breakages on each side, above each of these areas. The engineers involved have concluded that the notches on the bumper are consistent with repeated low speed impacts over a period of time, potentially with the same object when parking the car. They also conclude that the damage to the grille is consistent with that of the bumper.

Mrs L hasn't been able to provide any evidence of the condition of the car prior to the accident. This leaves me with only the evidence of her own photographs on the day and those of the repairer to rely on, alongside the professional opinion of the repairer and

Admiral's in-house engineers. Their evidence is persuasive and Mrs L has not been able to provide anything to counter it. Like our investigator, I also do not think that the kerb in the photographs is likely to have caused the damage that Mrs L is claiming for as it appears to be too low. I note that Mrs L didn't think it necessary to take pictures of the front of the car and initially only mentioned possible damage to the wheels. This isn't compelling in itself, but it does suggest that she didn't think that damage to the front body of the car was likely. There was nothing to prevent her from accessing the front of the car to assess and take pictures.

In summary, there is nothing to persuade me that the insurer's engineers are wrong in their assessment and I conclude that Admiral has acted fairly in how it has managed this claim.

My final decision

My final decision is that I do not uphold this complaint against Admiral Insurance (Gibraltar) Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask to accept or reject my decision before 25 March 2025.

John Withington
Ombudsman