

## **The complaint**

Mr S complains that Admiral Insurance (Gibraltar) Limited caused further damage to his car following a claim made on his motor insurance policy.

## **What happened**

Mr S's car was damaged in an incident and Admiral had its approved repairer carry out repairs. Three months later, Mr S returned the car to the repairer for refurbishment of an alloy wheel. When he retrieved his car he noted noises from the engine. His garage said this was due to unusual mechanical damage and asked if the car had been involved in an impact. Mr S thought the approved repairer may have further damaged his car whilst it was in its care. But Admiral said the damage wasn't claim or repair related.

Our Investigator didn't recommend that the complaint should be upheld. He thought Mr S's garage hadn't definitely linked the damage to the incident seven months earlier or to the repairs. Admiral's independent assessor inspected the car and didn't find any signs of impact that could have caused the mechanical damage. So he thought Admiral wasn't responsible for the car's mechanical failure.

Mr S replied that the car had been fine before it went to the garage and then failed when he got it back. Mr S asked for an Ombudsman's review, so his complaint has come 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.

I can understand that Mr S feels frustrated that his car seemed fine following the accident and the initial repairs. But when he got the car back from the approved repairer following the wheel refurbishment, he noticed a noise and was told the car had engine failure. He said it would cost thousands to repair. I can understand that this must have been a shock for him.

The Investigator has already explained that we're not engineers. We don't assess whether or how damage to a vehicle would be 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 insurance company has considered all the available evidence and whether it can justify its decision to not pay for additional repairs.

Mr S's car had minor damage caused by the accident. I can see that following the initial repairs, Mr S noticed that a replaced alloy wheel was slightly different to the original. I'm satisfied that Admiral reasonably investigated this with the manufacturer.

There had been a change of supplier and so the old wheel couldn't be matched. So Admiral offered Mr S a cash in lieu payment for this and it was agreed that the approved repairer would refurbish the old wheel.

This was completed and then Mr S noticed the engine damage. He took his car to his own garage, and it said the mechanical failure was unusual and asked:

*"Has the car suffered any accident damage of late? Something that could have caused a shock wave through the car. Anything that can help us understand this unusual fault."*

It also thought further investigation was required. I accept that the timing of the engine failure appears an unlikely coincidence. But when there's a dispute about repairs we think it's good practice to appoint an independent assessor to inspect the car.

And I'm satisfied that this was what Admiral did. Mr S was concerned that the assessor didn't spend much time with the car. But Admiral has explained that the car had already been stripped and he spent the time he needed to in order to inspect the car.

The assessor said initially that the damage was mechanical and so Admiral had no liability for it. Mr S raised queries that the damage could have been caused by a shockwave at the time of the incident, or if the car had been dropped off a jack or loaded on a flatbed truck.

I think Admiral reasonably considered these concerns and asked the assessor for a further report. And I can see that this was supported by photographs and reviewed by the in-house engineer. The assessor said:

*"There was no damage visible to the underside of the vehicle consistent with loading damage*

*There was no damage consistent with the vehicle slipping from a jack*

*The damage does not appear to be related to any impact"*

And so Admiral maintained its position that it wasn't responsible for the mechanical failure. Our Investigator suggested that Mr S could provide further independent expert evidence if he disagreed with Admiral's decision. But I can't see that he has done so. And so there's no further engineering evidence for Admiral to consider.

And so I think Admiral has reasonably considered the available evidence and justified its decision that it's not responsible for the car's mechanical failure. And so I don't require it to do anything further.

### **My final decision**

For the reasons given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 10 March 2025.

Phillip Berechree  
**Ombudsman**