

## **The complaint**

Mr H is unhappy with the valuation which Admiral Insurance (Gibraltar) Limited has offered for his car, after it assessed the vehicle as being not economic to repair after he made a claim on his motor insurance policy.

## **What happened**

Mr H notified Admiral that he had a claim after his car was hit by another vehicle. He provided photographs of the damage and a description of the incident to Admiral. Having considered the condition of the vehicle, Admiral's Independent Assessor (IA) rated the car as being damaged beyond economic repair so proposed that the vehicle be classed as a "write off" under its category B, which means that the vehicle is deemed unsafe for repair for future road use.

Having made that assessment the IA put a value on the car of £1750 which Admiral offered to Mr H as payment for his claim, minus the excess costs under his policy. As a result of the car being classed as Category B, Admiral also required it to be collected by its agents to be disposed of.

Mr H was unhappy with this conclusion and complained to Admiral. He felt that his car had been substantially undervalued on the basis that it was a rare example of its type and had additional value and scarcity due to its engine size and type and the original paint colour. He also felt that the damage was more minor than the IA had claimed and that his car shouldn't be assessed as category B. Admiral didn't accept his arguments and maintained its position on the valuation.

Mr H complained to this service about the outcome and also about an error by Admiral when contacting him about an unrelated claim. Admiral notified us that it had increased the valuation to £2000 having removed a reduction for what it originally felt had been pre existing damage. Our investigator felt that Admiral had not acted unfairly in assessing the claim and didn't uphold the complaint. Mr H has asked that an ombudsmen review the case 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 know that Mr H will be unhappy and frustrated by my decision to agree with the investigator and not uphold this complaint. There are a number of reasons why he feels strongly that he has been treated unfairly and I will try to explain why I don't agree with him.

Mr H has explained that this car holds a strong sentimental value to him and I do understand why that is the case from the information he has supplied. But I must make a decision based on the facts of the case and specifically on whether Admiral has made a mistake, or acted unfairly, in assessing his claim. It's important here for me to emphasise that my role is not to try to value the car myself. That is something which the insurer does within the powers it has

under the contract of insurance. This service's role is to ensure that the insurer acts fairly and appropriately when it makes such assessments.

The car is over 20 years old so is not included in the various motor valuation guides which are routinely used by the insurance industry to assess value. Admiral based its valuation on a series of advertisements for what it felt were similar vehicles for sale, and adjusted the value to reflect the condition of the car. While the car had a relatively low mileage for its age it had been off the road and did not have a valid MOT, and the IA considered it to be in a poorer condition generally than typical of its age. Mr H argued that his car was of a specific model which he felt was not reflected in the advertisements used. He provided a number of other advertisements that he felt better represented his car's value and these had higher valuations. I have considered all of the information provided. None of the adverts are a perfect match for Mr H's car and they vary substantially in value. The reality is that being an older vehicle there are not many relevant advertisements to compare with and some judgment has to be made to counter the various differences between each advert and Mr H's car.

I should make it clear that I do acknowledge that Mr H's car is a specific model type which makes it different in some respects to other basic models. I've listened to the telephone conversations which Mr H had with our investigator and I have also researched the history of this make and model so I do appreciate the distinction which he has sought to make. The issue, however, is the extent to which this makes a difference to the value of his own car.

But, again, it is not my role to make a decision on the car's value. I have seen Admiral's explanation of how it utilises an independent company to make its valuations and how there is no incentive to provide low values on claims. I'm also satisfied that the IA had access to all of the necessary information to make an assessment in the usual way. Admiral confirms that its internal engineers have also reviewed the case and agreed with the outcome. While I have looked carefully at the representations made by Mr H I am not satisfied that there is sufficient evidence of a failure on the part of Admiral to deal with the claim properly. The varying adverts and details about the car do not provide enough evidence to come to that conclusion.

I note that Admiral had told Mr H that they would consider any evidence he could provide from his own independent assessor report should he wish to organise one.

Mr H also complained about an error made by Admiral during a call in which it wrongly referred to an unrelated claim and gave him false information as a result. Admiral identified the error and quickly contacted Mr H to clarify. While I understand that this would not have left Mr H feeling confident about how Admiral was handling his case I'm not satisfied that it requires me to make any finding against Admiral. It explained the mistake in its response to his initial complaint and apologised appropriately.

In conclusion, I do not believe that Admiral has acted unfairly in how it assessed this claim. While Mr H would like either a higher valuation, or to be free to repair the car himself and continue to use it, having made a claim to his insurer I find that it has acted appropriately and fairly in assessing the claim and in making its assessment of damage and value.

### **My final decision**

I do not uphold this complaint against Admiral Insurance (Gibraltar) Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 6 August 2025.

John Withington  
**Ombudsman**