

The complaint

Miss A complains that Admiral Insurance (Gibraltar) caused further damage to her car when they were assessing it following an accident.

What happened

Miss A held a motor policy with Admiral on which she made a claim in June 2024 following an accident.

The car was assessed by Admiral's approved repairer, and they wrote it off at a category N. Miss A was offered a settlement, and also the option of buying the car back, which she chose to do so.

When she got it repaired, Miss A says that there was additional damage which was not accident related and had been caused by the approved repairers when stripping the car down. She says they hadn't put it back together properly, there were parts missing and some parts were tied together with cable ties.

Miss A complained to Admiral, but they didn't uphold her complaint, and so she brought her complaint to us.

One of our investigators looked into Miss A's complaint and thought that Admiral had acted fairly, but Miss A didn't agree and so the case has come to me to review.

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 upholding Miss A's complaint and I'll explain why.

Miss A's car was a category S write off when she purchased it, having sustained impact damage to the rear of the car. However, she says it was in excellent condition, and the engine had been refurbished in 2022.

The accident in June 2024 caused impact damage to the front of the car.

Miss A says that despite the damage she wanted to retain her car, and as it was categorised as a category N write off, she was able to buy back the salvage.

However, she argues that there was additional damage caused during the process of the approved repairer breaking it down and assessing it, which has ultimately cost her extra repairs.

In particular she has said that the parking sensor and lane assist weren't working, along with the cruise control and the radar light, and it needed ADAS calibration.

Admiral's approved repairer said that they had to strip the car to ascertain the true extent of the damage. I consider this is fair as I would expect that when a repairer is assessing damage and the cost of repairs, they need to be certain whether there is damage that's not immediately obvious, as that might make the difference between a write off being structural or not.

They have provided photographs of the car as it was stripped, and also a full report listing all the parts needed to repair it to pre loss condition with costings.

The report shows damage to the front, both right- and left-hand sides, with a displaced bumper, cracking of the grille and numberplate and damage to the wings and alloys. With the exterior panels removed there is damage evident to the heat exchanger, impact sensor and other wiring, the air con radiator and pipe, the headlights, the radar, and a lot of the plastic supports under the exterior are broken and cracked.

In addition, diagnostics were showing a fault with the impact sensor, the front camera, the radar sensor and other issues.

Admiral say that all of the issues identified by Miss A are accounted for in the repair schedule, and having reviewed it, I am also satisfied that the report already accounts for damage to the wiring which would impact the sensors, the radar and the camera. Admiral have told us that their engineer has advised that once all the repairs are completed, the car would need an ADAS calibration which would reset all of the systems and remove the dashboard lights.

So, in view of this, I haven't seen any evidence that there are additional faults which haven't already been considered by the approved repairer, nor any evidence that any damage was caused by the approved repairer.

In addition, when Miss A chose to retain the salvage of her car and have it repaired, she was sent a letter from Admiral saying that "We accept no responsibility for any future damage found upon stripping or repair". This is because in the event of a write off settlement where salvage is retained, the responsibility for repairs and any unexpected losses shifts to the policyholder. Once the market value of the car has been settled in full, the insurer has discharged their responsibility under the contract of insurance.

And so, I'm satisfied that Admiral haven't done anything wrong here.

My final decision

My decision is that I'm not upholding Miss A's complaint about Admiral Insurance (Gibraltar) Limited and so they don't need to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 10 April 2025.

Joanne Ward
Ombudsman