

The complaint

Mr C complains that Admiral Insurance (Gibraltar) Limited's treated him unfairly after a claim on his motor insurance.

What happened

Mr C had a motor insurance policy with Admiral. In August 2023, he was involved in a road accident which damaged his car. He made a claim to Admiral who instructed its appointed repairer to assess the damage and repair Mr C's car.

Mr C collected his car in October 2023. However, he says he continued to experience problems with it, including difficulty steering. In December 2023, he took the car for a service. He says his garage told him *"the gearbox was cracked and damaged due to an impact crash."* He reported this to Admiral.

Admiral asked its engineer to review the original damage report. The engineer explained that the cracked gearbox couldn't have been due to the accident and concluded this was wear and tear. Mr C didn't accept this and brought his complaint to this service. He wants Admiral to pay for repairs to the gearbox.

Our investigator recommended that the complaint should be upheld. She wasn't persuaded that Admiral's repairer had checked the gearbox. She acknowledged that Mr C hadn't provided a report from his garage, but she thought the onus was on Admiral to show the damage wasn't related to his accident. She thought Admiral should arrange for an independent inspection. She also thought Admiral should pay Mr C an additional £100 to reflect the distress and inconvenience it caused him while dealing with his claim.

Admiral disagreed with our investigator, so the complaint was passed to me.

My provisional decision

I issued a provisional decision on this complaint on 18 February 2025. I said:

"Admiral has provided the Audatex report setting out the repairs to Mr C's car plus its engineer's expert analysis of the report. Admiral's engineer reviewed this report and photos. He said, in summary:

- The gearbox could only have been damaged in the accident if there'd been "a significant impact to the wheel which in turn would have caused transference damage to the steering/suspension components (which would have absorbed most of the energy) and then been sufficient energy to have reached the gearbox."*
- There was no impact or damage to the wheels in the accident, so there weren't any transference forces to the steering, suspension, or gearbox.*
- This means the gearbox damage couldn't be related to the accident and was "service wear and tear".*
- He acknowledged that Admiral had repaired the alloy wheels, however he believed*

this was a mistake by the claims team. In his opinion, the photos only showed wear and tear to the wheels.

I find that:

- *Mr C hasn't provided a damage report from his garage.*
- *He says his garage found a crack in the gearbox, but he didn't say it found any other damage, for example to the car's steering or suspension.*
- *Admiral's engineer said the gearbox damage can only be either a by-product of significant structural damage to the car or wear and tear. I think that's a fair summary.*
- *The car was four years old and had done just over 51,000 miles at the time of the accident. I don't consider that to be excessive mileage for a four-year-old car, so I think gearbox failure would be unusual.*
- *However, I wouldn't expect Admiral's authorised repairer to miss the sort of structural damage described by Admiral's engineer.*
- *The Audatex report shows repairs to the front and left side of the car. It doesn't show any damage to the steering or suspension. The report and photos show the repairer checked the car's suspension and wheel alignment.*
- *I think the photos support Admiral's engineer's findings. They show damage to the passenger side of the vehicle and severe dents around the wheel arch, consistent with the side impact described by Mr C. But they don't show any significant damage to the wheel itself.*
- *Mr C's car had an MOT test on 29 September 2023. While the test doesn't cover the condition of the gearbox, it does test the car's steering and suspension. Indeed, a suspension fault is one of the most common reasons for an MOT failure. The car passed its MOT, and the only 'advisories' on it related to wear on the front tyres, and a "light misting of oil" on the front shock absorbers.*
- *Admiral's records show Mr C collected the car on 6 October. The hire car receipt shows Mr C picked up the hire car on 8 September and returned it on 6 October.*
- *So I'm satisfied that Mr C collected his car on 6 October. That means he had it for about two months before he took it to his garage for a service in December.*
- *The car had another MOT test on 27 September 2024. The mileage recorded shows it had been driven more than 2,000 miles since the test in September 2023. I don't see how this would have been possible if there was significant structural damage to the car.*
- *I agree with Admiral's engineer that the damage to the wheels/tyres appears to be wear and tear, not impact damage. I think that's consistent with the September 2023 MOT results.*

On balance, I'm satisfied that Admiral has shown that the damage was unlikely to have been caused by Mr C's accident. Mr C hasn't done enough to persuade me Admiral's conclusion is wrong – for example, by providing a report from the garage that found the gearbox damage. The evidence available to me supports Admiral's position that this damage was most likely due to wear and tear. I think its decision to decline this part of Mr C's claim was reasonable.

I think Admiral's handling of this part of Mr C's claim was poor and caused him inconvenience. He reported the gearbox damage on 22 December 2023, but Admiral didn't send him a decision on this until early February 2024. In the meantime, Mr C was chasing Admiral for updates without receiving promised call backs. I'd normally ask Admiral to

compensate him for this.

However, Admiral has already acknowledged these delays and paid Mr C £200 over the course of the complaint: £50 in February 2024, £50 in May, and £100 in June¹. I think this adequately reflects the inconvenience to Mr C and is in line with what this service might award in similar circumstances. I make no other order or award."

Responses to my provisional decision

Mr C was unhappy with my decision. He said he believes the gearbox was damaged in the accident. He didn't agree with my conclusion that there was no damage to the wheels because he had to return the car for Admiral's repairer to fix them.

Admiral told us it had nothing further to add.

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 understand why Mr C is disappointed with my provisional decision. Just to be clear, I didn't say there was no damage to the wheel, and I accept Mr C brought the car back to the repairer for the wheels to be replaced. This is confirmed by the Audatex report and Admiral's notes.

However, I think the key points about the wheels are:

- Admiral's engineer told us that if the gearbox had been damaged in the accident, there would be damage to the steering/suspension.
- There's no evidence of any damage to the steering/suspension.
- For example, there's no sign of any impact damage to the wheels – either in the Audatex report or in the photos – which would have indicated structural damage to the steering and/or the suspension.
- Admiral's engineer explained that the damage to the tyre was wear and tear and wasn't caused in the accident, and he thought the claims team made a mistake by agreeing to replace the wheels.

For the reasons above, as well as the reasons set out in my provisional decision – the engineer's evidence, the Audatex report, the MOT tests, mileage since the repairs, the lack of an expert report supporting Mr C's position – I think the damage to the gearbox was most likely due to wear and tear. I think Admiral's decision to decline this part of Mr C's claim was reasonable.

¹ *It also paid Mr C £80 in September 2023 to reflect the delay offering him a courtesy car, however I don't think that's relevant to his complaint about the repairs.*

My final decision

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 7 April 2025.

Simon Begley
Ombudsman