

The complaint

Miss T and Mr D complain Admiral Insurance Gibraltar Limited (Admiral) didn't complete satisfactory repairs to her car after she made a claim on her motor insurance policy.

In this case Miss T is the policy holder and Mr D is a named driver on the policy. References to either, will include the other.

There are several parties and representatives of Admiral involved throughout the complaint but for the purposes of this complaint I'm only going to refer to Admiral.

What happened

Miss T's car was involved in an accident. It was sent for repair by an Admiral approved repairer.

When they went to collect the car the repairs were found not to be satisfactory, so they refused to take it away until they were completed properly. The car was returned, but the repairs had still not been completed to a satisfactory level.

The car was then taken to a garage of Miss T and Mr D's choice. A quote to rectify the repairs was produced and sent to Admiral.

Admiral also sent an independent assessor to inspect the car. A report was produced which confirmed rectification work was required, but to a lesser extent than the work listed in the quote from the garage of Mr D's choice, Admiral said it would only pay for the rectification work detailed in the independent report. Because Mr D wanted to use the garage of his choice Admiral made a cash in lieu settlement of £2,685.07. It also paid £250 compensation for the trouble and upset caused.

Because Miss T and Mr D were not happy with Admiral, they brought the complaint to our service.

Our investigator upheld the complaint. They looked into the case and said the independent assessor's detailed report provided an expert opinion and persuasive reasoning as to the damage still outstanding and they thought Admiral had acted fairly by settling the claim in line with this report. They thought Admiral should increase its offer of compensation to £350 due to the upset and inconvenience caused.

As Mr D is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

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.

When looking at complaints relating to claims for damage to a vehicle, we look at the information the insurance company relied on to make their decision. We aren't technical

experts in vehicle repairs; therefore we have to consider if Admiral acted fairly with the information it obtained.

In this case Admiral agree with the concerns in relation to the standard of repairs completed by its approved repairer and agreed rectification work was required. I'd expect Admiral to put things right and it shouldn't be at the cost of Miss T.

After the unsatisfactory experience with Admiral's approved repairer I understand why Miss T and Mr D would want to choose their own repairer to complete the rectification work. I saw Admiral agreed to this.

The garage of Mr D's choice submitted a quote as was requested by Admiral. The rectification work totalled £6,930.50. The quote included a list of parts required, which amongst other parts included a new front bonnet and front bumper. No context or explanation as to the work and parts required was included in the quote.

The independent assessor inspected the car and a report was produced. The report included a list of areas of concern provided by Miss T regarding the work already completed. These were considered by the independent assessor and a response made. The independent assessment agreed some form of rectification work was required on the majority of the areas of concern made. It estimated a cost of £2,685.07 for the rectification work. This was much less than the quote from the garage of Mr D's choice.

In this case the information provided from the repairer of Mr D's choice and the independent assessment is contradictory about the parts needed to rectify the repairs to a satisfactory standard. The garage of Mr D's choice included a new bumper and bonnet and the independent assessor concluded the bonnet and bumper didn't need replacing as they were of industry standard.

Admiral made a cash in lieu payment of £2,685.07. It said it appreciated Mr D wanted to use his own repairer but because its engineer couldn't agree Mr D's choice of repairers quote it had made its cash settlement offer based on the amount the independent assessor had estimated the rectification work would cost. Admiral also said if Mr D's repairer provided a further estimate it was happy to ask the independent assessor to review and comment further.

I have not seen any evidence that anything further was provided to Admiral from Mr D or Miss T from their choice of repairer.

I'm more persuaded by the findings of the independent assessor because the report explains reasoning about the rectification work required. In this case I think Admiral acted fairly by settling the claim in line with the independent assessor's recommendations and additionally giving Miss T and Mr D the opportunity to provide a further quote from their own repairer for its consideration.

I recognise Mr D and Miss T will be disappointed, however I don't uphold this part of their complaint and don't require Admiral to consider increasing its cash in lieu offer without a further quote from their choice of repairer being supplied for its consideration. Should further evidence be obtained which supports their repairer's estimate, this should be presented to Admiral for consideration.

Compensation

Admiral have apologised for the inconvenience to Miss T and paid her £250 compensation for the trouble and upset caused. I require this to be increased to £350 because the poor

service provided caused distress and inconvenience over a number of weeks. And Miss T had to put in reasonable effort to organise a quote from a garage of her choice that wouldn't have been required if the repairs had been completed correctly by Admiral's approved repairer.

Therefore, I uphold Mr D and Miss T's complaint

Putting things right

I require Admiral to increase its offer of compensation by a further £100 to £350.

My final decision

For the reasons I have given I uphold this complaint.

I require Admiral Insurance (Gibraltar) Limited to pay Miss T a total of £350 compensation, less anything already paid.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D and Miss T to accept or reject my decision before 5 June 2025.

Sally-Ann Harding
Ombudsman