

## **The complaint**

Miss G has complained about repairs carried out when she made a claim under her car insurance policy with Admiral Insurance (Gibraltar) Limited.

## **What happened**

In November 2023 Miss G reported damage to her vehicle following an incident.

Admiral arranged for an approved repairer (AR) to carry out repairs. When Miss G's vehicle was returned to her in February 2024, she said the repairs were incomplete and made a series of complaints.

Admiral upheld some of the complaints for poor service and paid Miss G compensation of £75 for the distress and inconvenience caused. It instructed an independent assessor (IA) to look at the repairs carried out. The IA was satisfied the repairs had been correctly carried out for incident related damage.

Miss G asked us to look at her complaints. She provided a copy of a report she'd obtained from a garage in September 2024 which said the repairs hadn't been properly completed, which Admiral reviewed. Admiral maintained its stance on the repairs.

One of our Investigators didn't recommend most of the complaints should be upheld. He was satisfied that Admiral had carried out the repairs correctly, aside from one point. It wasn't clear if Admiral had resolved an outstanding issue with a colour mismatch. As it seemed Admiral accepted there was a colour mismatch for the AR to deal with, the Investigator recommended Admiral contact Miss G to arrange rectification or a cash settlement.

Miss G disagrees. She wants Admiral to pay her a total loss settlement for her vehicle. She says her vehicle isn't driveable and she's had to buy a replacement vehicle. Miss G wants compensation to reflect the distress and inconvenience Admiral has caused, and to cover her financial losses.

So the case has been passed to me to decide.

## **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.

The Investigator has provided two detailed views with images of the vehicle pre and post repair, alongside images provided by Miss G's engineer, setting out each complaint point.

I have carefully reviewed everything both parties have said. My decision focuses on the repairs which remain in dispute.

### *Intercooler damage and oil leak*

Miss G's car was returned to her following repairs to the front left wing and bumper area in February 2024.

In March 2024 Miss G says the front wheel liner wasn't properly secured during repair and had come away. As it did, Miss G says she drove over it causing damage to the underside of the vehicle.

Unhappy with the repairs, Admiral instructed an IA to look at Miss G's concerns. The IA didn't find that the AR had carried out poor or incomplete repairs.

Miss G – and the report she has provided from a garage dated September 2024 - says the AR failed to deal with repairs to the underside of the car which led to sump damage and there were signs of an oil leak immediately after the incident.

I'm not satisfied from the images provided that they show there was an incident related oil leak. From the report provided by Miss G, her car had travelled over 2,000 miles since the incident in November 2023, and over 600 miles from the IA's inspection in June 2024 to the date of the report in September 2024. This is significant.

The IA reported that the damage to the underside indicated it was caused during off road driving. Having discussed this with Miss G, he said she had explained she does this often, and in his opinion Miss G had caught the splitter on protruding ground causing damage to the underside. He explained that how the underside was currently sitting (pulled forward) led him to believe the bumper had caught the ground and pulled whilst reversing, subsequently pulling the arch liner with it.

The IA's opinion was that Miss G's vehicle had been involved in a second incident after repair which had caused this damage.

On balance, and given the miles travelled since the incident and repair, I don't consider it likely that an oil leak and sump damage was related to the original incident.

Miss G's engineer reported that damage to the intercooler was incident related. The AR and IA said the intercooler would have been checked and provided photos of the car stripped back showing the intercooler in place. Miss G had the intercooler replaced in July 2024, so I cannot rely on her engineer's findings here as they did not view the intercooler before it was replaced. Alongside the above evidence, I'm not satisfied the intercooler formed part of the incident related repairs.

### *Front bumper repair*

Miss G and the engineer who provided the report in September 2024 says the front bumper repair was inadequate which led to damage to the underside of her vehicle in March 2024.

Admiral provided images of the repair stages to the front left bumper bracket, along with a breakdown of the parts ordered. Images show the bumper was refixed securely and correctly. The AR said the rest of the fixings were not damaged and so were re-used to secure the bumper.

So I think Admiral has provided sufficient evidence to show its decision to reject this complaint was reasonable.

### *Damage to the rear bumper not repaired*

Miss G says Admiral hasn't provided a copy of the original unamended AR report for the repairs. She says her representative discussed repairs to the rear bumper, intercooler and oil leak with the AR and was told Admiral hadn't approved all of them.

Admiral says there is only one report and this is the one it has provided. I don't have evidence to suggest there is more than one report. So I've relied on the one provided. It does not include repairs to the rear bumper, to the intercooler or a report of an oil leak.

I don't have evidence to support what was discussed between Miss G's representative and the AR. In any event, the AR report, the log of the initial damage when reported, and the images provided carry more weight.

In addition, Miss G has provided a recent video to this service to re-enact the incident. In her commentary with the video, Miss G says that after hitting the wall with the front of her vehicle, she reversed and either hit a parked vehicle, or after driving to the end of the road and carrying out a U turn, she damaged the rear of her vehicle while reversing. But due to the upset of the first incident, she cannot remember which.

Admiral's notes show the incident reported as:

*"There was something in the road and I have to swerve. come around the corner still slightly shaken and hit a wall"*

We asked Miss G if she had additional photos to show her vehicle immediately after the incident, before repairs. Miss G says she would need to take her laptop and/or phone to a third party to see if it's possible to retrieve them. I don't think this is necessary, having reviewed all of the other available material.

From all of the information available to me, I don't think Admiral acted unreasonably in not including damage to the rear bumper as part of the original claim. There isn't sufficient evidence to support that damage to the rear bumper was reported or occurred in the same incident.

I understand Admiral offered to consider the rear bumper damage as a separate claim, but since rejected it, which Miss G doesn't agree with. This doesn't form part of my decision as this happened after Miss G brought her complaints, which Admiral provided a final response to, to this service. If Miss G is unhappy with the outcome of Admiral's consideration of the rear bumper damage, she will need to first raise a new complaint with Admiral.

#### *Clutch burning smell*

Miss G reported a burning smell to the IA when he inspected her vehicle in June 2024. The IA reported that it would suggest this is a clutch issue, potentially being burned out during heavy loads. He said the original incident would not have caused mechanical damage to the vehicle.

Miss G's engineer reported in September 2024 that the vehicle is automatic and does not have a clutch but a torque converter. It referred to the intercooler here as being part of the original claim. They said there was no underside evidence to suggest the vehicle has heavy off road use, only that which is commensurate with a vehicle of this type and designed for.

However, the evidence doesn't show that damage to the underside of the vehicle leading to any oil leak and sump damage was caused by the original incident – or by poor repairs to the front bumper. And there isn't evidence to show the original incident caused mechanical

damage to Miss G's vehicle. So there isn't enough persuasive evidence for me to assign any burning smell identified by Miss G as being related to the original claim or repairs.

### *Colour mismatch*

Miss G's engineer reported a colour mismatch to the front nearside bumper repairs and the wing. It seems that Admiral accepted there was a colour mismatch and that the AR should resolve this. But it isn't clear if this has happened.

If this hasn't been done, in line with the Investigator's view, I think Admiral should arrange this with Miss G and the AR, or provide an equivalent cash settlement to Miss G for the same.

Admiral failed to call Miss G back when promised, and agreed to consider rectification repairs to Miss G's car. For this it paid £75 compensation which I find is fair and reasonable.

I understand Miss G will be very disappointed with my decision as she wants Admiral to pay her a total loss settlement for her vehicle, and to compensate her for her losses which she says are due to Admiral's poor repairs. But aside from the colour mismatch concern, I'm not asking Admiral to do any more.

### **My final decision**

I'm sorry to disappoint Miss G. But my final decision is that I think Admiral has done enough to resolve the complaint. If Admiral hasn't already done so, it should arrange for the colour mismatch to be resolved either by the AR or by way of an equivalent cash settlement to Miss G.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss G to accept or reject my decision before 2 July 2025.

Geraldine Newbold  
**Ombudsman**