

The complaint

Ms A complains that Admiral Insurance (Gibraltar) Limited mishandled her claim on a motor insurance policy.

What happened

The subject matter of the insurance, the claim and the complaint is a coupe car made by a premium-brand car-maker with a diesel engine and first registered in 2011.

Ms A acquired the car no later than 2020.

In early November 2022, the car passed an MOT test with a recorded mileage of about 94,000.

For the year from mid-November 2022, Ms A had the car insured on a comprehensive policy with Admiral. The policy covered her to drive the car as policyholder. The policy also covered a named driver to drive the car.

Unfortunately, Ms A reported that on 29 March 2023, the car had hit a pothole, damaging its front offside tyre, wheel and suspension. At that time, the car had a recorded mileage of just under 101,000.

Much of the complaint is about acts, omissions and communications of repairers and others on behalf of Admiral. Insofar as I hold it responsible for them, I may refer to them as acts, omissions and communications of Admiral.

By mid-April 2023, Admiral had done repairs and returned the car to Ms A. She complained to Admiral about its repairer and that it hadn't provided a courtesy car.

By a final response dated 19 April 2023, Admiral accepted that complaint and said its repairer would contact her about rectification work. Admiral said it was sending Ms A a cheque for the following:

£100.00 for distress and inconvenience

£130.00 for loss of use of her vehicle

£230.00 total compensation.

In May 2023, Ms A paid for repair to rear brake discs and pads, a rear offside calliper and a diesel particulate filter sensor.

In about June 2023, the repairer did rectification work. Ms A complained to Admiral, including about ongoing issues with the repairer.

By a final response dated 11 July 2023, Admiral accepted that complaint in part. Admiral said it was sending Ms A a cheque for the following:

£125.00 for trouble and inconvenience

Ms A and Admiral renewed the policy for the year from mid-November 2023, at an increased premium.

In about February 2024, Ms A contacted Admiral about the car's suspension.

In late March 2024, she left the car at a vehicle hire company, from where the repairer collected it. After a breakdown in communication with Admiral, the repairer replaced the front left suspension strut and spring. A consultant engineer inspected the car.

On about 22 July 2024, the engineer recommended that Admiral should pay for the car to go to a main dealer.

By September 2024, Ms A had complained to Admiral. Her complaint included the following points:

- it should've written her car off
- it failed to repair the car's suspension properly
- it should reimburse her for the work in May 2023
- it was responsible for poor communication
- it recorded a fault incident
- it was responsible for scraped paintwork

On 16 September 2024, Ms A took the car to a main dealer who suggested that repairs to front tie rods and drop links will prevent the knocking noise.

Also on 16 September 2024, the engineer said the following:

"The vehicle is not roadworthy as critical mechanical components have been damaged."

By a final response dated 18 September 2024, Admiral upheld the complaint in part. It said that it had authorised work at the main dealer. Admiral said that it was sending Ms A a cheque for the following:

£450.00 for the trouble and upset caused

£25.00 for the delay in addressing complaint

£1,000.00 cash in lieu for outstanding repairs (to the scraped paint work)

£1,475.00 total

Ms A brought her complaint to us in mid-March 2025.

Our investigator didn't recommend that the complaint should be upheld. He thought that the engineer's reports didn't provide a direct link between the initial incident and the current problems with the car.

Ms A disagreed with the investigator's opinion. She asked for an ombudsman to review the complaint. She says, in summary, that:

- The car began making a knocking noise following the pothole incident in March 2023.
- Admiral should've written off the car.
- The repairer gave a lifetime warranty on the suspension arms it replaced in 2023.
- The repairer damaged her car.
- Following the March 2024 repair, the repairer suggested that she should submit a new and fraudulent claim. She refused.
- Despite multiple inspections and attempts at repair, the car is still making the same noise.
- The main dealer identified it as a suspension-related issue.
- Admiral delayed payment to the main dealer until the end of March 2025.
- The car is unroadworthy. The ongoing impact on her ability to use or sell the car is significant.
- She is disabled.
- This situation has caused serious stress and impacted her health significantly.
- Admiral should cover the cost of repair with the main dealer.
- She has spent more than a hundred hours on this.

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.

Scope of this final decision

The Financial Conduct Authority's dispute resolution rules are binding on the Financial Ombudsman Service.

One such rule is that, where a consumer has made a complaint to which the regulated firm has sent a final response and the consumer hasn't brought the complaint to us within six months, then unless there were exceptional circumstances that prevented her from doing so, we can't investigate that complaint.

Ms A made some complaints that Admiral covered in its final responses in 2023. She didn't bring those complaints to us within six months of those responses. And she hasn't shown

exceptional circumstances that prevented her from doing so. So the scope of this final decision excludes such complaints, for example, about the lack of a courtesy car or hire car up to July 2023.

Another rule is that, before we can investigate a complaint, the consumer must first have made that complaint to the firm and waited for up to eight weeks for a final response. It follows that we can't usually investigate complaints about acts, omissions or communications about which the consumer hadn't complained to the firm, even if that is because they are complaints about events after the most recent final response.

Ms A has complained to us that Admiral's repairer and the consultant engineer suggested that she make a fraudulent claim. There's not enough evidence that she made such a complaint to Admiral. So the scope of this final decision excludes that complaint.

Also, Ms A has complained to us that Admiral delayed paying the main dealer after the final response and until March 2025. She couldn't have made that complaint before the final response. So the scope of this final decision excludes that complaint.

Fault Claim

It's common practice for an insurer to pay a policyholder's claim and to record a fault claim unless and until it recovers its outlay in full, typically from a third party's insurer.

In Ms A's case, I don't consider that Admiral treated her unfairly by recording a fault claim.

Write-off instead of repair

Admiral engineers considered in April 2023 that the reported damage to the car was repairable. Ms A has fallen short of showing that this was incorrect. So I don't uphold the complaint that Admiral should've written off the car.

Brakes etc

After paying for repairs to brakes etc in May 2023, Ms A didn't immediately ask Admiral to reimburse her.

The engineer expressed the following view in 2024:

"it is my opinion that fault to the rear [braking] system is not related to the incident but unfortunately due to wear and tear over incident damage."

Ms A has fallen short of showing that the reported incident in March 2023 caused damage to the rear brakes etc. So I don't uphold the complaint that Admiral should reimburse Ms A for the repairs in May 2023.

Suspension

I accept that the car made no knocking noise before the incident in March 2023.

I hold Admiral responsible for the quality (including longevity) of its repairer's work and materials. And Admiral's repairer did a repair that had to be followed by rectification work.

However, in November 2023, the car passed an MOT test with a recorded mileage of about 109,500. So the car had recorded about 8,500 miles since the incident in March 2023. And there was no advisory about any fault.

In about late March 2024, the consultant engineer reported damage to the underside of the bumper, consistent with driving over a high kerb or speed ramp.

By late July 2024, the car had a recorded mileage of about 116,000.

I accept that the consultant engineer considered the car unroadworthy.

I also accept that the main dealer identified a likely issue with the suspension.

However, in mid-November 2024, the car passed an MOT test with a recorded mileage of about 118,000. So the car had recorded about 17,000 miles since the incident. And there was no advisory about any fault with its suspension.

So I'm not persuaded that the car was unroadworthy or impossible to sell.

Damage to paintwork

In my view, Admiral's payment of £1,000.00 was more than fair and reasonable in lieu of repair to damage to paintwork.

Communication

Admiral have accepted that it promised to call back but didn't. Admiral also accepted that it sent template emails. I don't condone that. And I don't under-estimate the impact on Ms A.

Conclusion

I've explained the scope of this final decision. Keeping that in mind, I'm satisfied that Admiral's final response, including its payment of £450.00 for distress and inconvenience was fair and reasonable. So I don't find it fair and reasonable to direct Admiral to do any more in response to this complaint.

My final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct Admiral Insurance (Gibraltar) Limited to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask X to accept or reject my decision before 24 June 2025.

Christopher Gilbert
Ombudsman