

The complaint

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

What happened

The subject matter of the insurance, the claim and the complaint is a sports coupe car made by a premium-brand car-maker and first registered in 2021.

Mr A acquired the car in late 2022 or early 2023.

For the year from mid-June 2023, Mr A had the car insured on a comprehensive policy with Admiral. Any claim for damage (except a glass claim) was subject to an excess of £850.00.

Mr A reported on 16 March 2024, that his car had hit a pothole and an embankment, causing damage to the car.

Mr A asked Admiral to arrange repair of the car. Much of the complaint is about acts, omissions or communications of the repairers on behalf of Admiral. Insofar as I hold it responsible for them, I may refer to them as acts, omissions or communications of Admiral.

Admiral collected the car on 9 April 2024.

By 16 May 2024, Admiral said the repair was complete and it returned the car to Mr A. He contacted the repairer about noise and vibration.

The car passed an MOT test on 17 May 2024.

On 24 May 2024, the repairer collected the car.

For the year from mid-June 2024, Mr A and Admiral renewed the policy.

On 14 June 2024, the repairer returned the car to Mr A. It said it had resolved the noise and vibration issue, but Mr A thought otherwise.

On 22 June 2024, Mr A decided to book the car in to a garage franchised by the car-maker.

On 31 July 2024, the franchised garage recommended a check of wheel bearings.

On 5 August 2024 the repairer asked for an opportunity to attempt repair.

On 27 August 2024, the repairer asked for confirmation which side of the car the franchised garage was referring to.

On 11 October 2024, Mr A took the car back to the franchised garage who confirmed that the wheel affected was the offside front.

Admiral agreed to replace wheel bearings.

On 18 November 2024, one of the repairer's drivers collected the car.

On 19 November 2024, the repairer reported damage to the underside of the car. It took photographs and some measurements or readings of the wheel geometry.

On 26 November 2024, Admiral told Mr A that there was unrelated damage which it would not repair.

On 5 December 2024, the repairer delivered the car back to Mr A. He found the car's steering was way off and it was unsafe to drive.

Mr A complained to Admiral that it should resolve the issues with the car.

By a final response dated 9 December 2024, Admiral turned down the complaint. It said the following:

"Upon further inspection it has been identified there are more signs of unrelated damage to the under trays and lower bumper, which is now causing you to have an issue with your steering. As this has been deemed unrelated, I do not hold sufficient evidence to uphold this point as a standard of repair matter."

On 30 December 2024, Mr A paid £120.00 to a towing company.

On 2 January 2025, the franchised garage reported that the car had arrived with no offside front drop-link and – after fitting one – the car was not driving straight.

On 6 January 2025, the franchised garage quoted about £2,500.00 to replace the offside front suspension.

On 14 January 2025, Mr A paid the franchised dealer £2,436.71 and collected the car.

Mr A brought his complaint to us in late January 2025.

Our investigator didn't recommend (in late May 2025) that the complaint should be upheld. He thought that Admiral had acted fairly and reasonably.

Mr A and Admiral each provided further information.

Our investigator still didn't recommend (in mid-August 2025) that the complaint should be upheld. He thought that further damage had occurred since the vehicle was repaired and returned to Mr A in April 2024.

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

- The offside wheel hit the embankment and had significant damage in March 2024.
- The repairer replaced this wheel but did not correctly identify and resolve the related suspension issues.
- The repairer collected and drove the car with no issue (on 18 November 2024).
- His assumption is that the repairer unsuccessfully attempted to repair the suspension and later took measurements showing it was out of alignment.

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.

From the photographs, I find that on 21 March 2024, the car had some damage to its offside front wheel. However, most of the damage was to the nearside of the car including its nearside front wheel and tyre.

I've seen that on 27 March 2024, Mr A sent an email to the repairers including the following:

"I think that the damaged wheel may be out of alignment, so I'm not driving the vehicle at the moment in case it causes tyre wear etc"

I consider that this was a reference to the nearside front wheel.

I've also seen the engineer's report. That says that the nearside front wheel and tyre were to be replaced, as was the nearside rear tyre. So I'm satisfied that the repairer replaced the nearside front wheel with a new one.

The report also mentions diamond cutting of two wheels.

I've also seen an email from the repairer dated 14 May 2025 including the following:

"...waiting for the wheels to come back from refurb,"

So at least two wheels were being refurbished.

From the report and the email, I find it likely that the nearside rear and offside front wheels were refurbished.

If the engineer had considered that the offside front wheel had needed replacement, then the report would've said so. I don't find that the repairer replaced the offside front wheel.

If the car had damage to its underside or suspension by 11 October 2024, then I find it likely that Mr A or the repairer or the franchised garage would've said so. So I find it unlikely that the car had such damage at that date.

I have no reason to doubt Mr A's statement that one of the repairer's drivers collected the car and drove it on 18 November 2024.

However by 19 November 2024, the repairer said that the car had sustained damage to its offside underneath including a cracked under-tray and a scraped lower bumper. That is evidenced by photographs including what looks like mud. Mr A hasn't suggested that the repairer's driver had caused that damage.

Rather, Mr A has expressed an assumption that the repairer had tried to repair the offside suspension and in doing so had damaged it. I don't find the photographs consistent with that.

Rather I find that - whether he realised it or not – Mr A had damaged the underside of the car in a further incident on the road between 11 October and 18 November 2024, which he hasn't reported or claimed for on his policy.

I accept Mr A's statement that the repairer returned the car to him with a missing offside front drop-link. In the absence of an explanation from the repairer I don't condone that.

However, Mr A's test drive was short-lived. And there's not enough evidence that the missing component was in good condition, so that its absence added to the cost of the repair of the offside front suspension.

So I don't find it fair and reasonable to direct Admiral to compensate Mr A for the cost of the tow-truck or the cost of the franchised garage's repair.

Also, as I consider that Mr A ought reasonably to have known that he'd damaged the underside of the car in a further incident on the road, I don't find it fair and reasonable to direct Admiral to pay him compensation for distress and inconvenience.

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 Mr A to accept or reject my decision before 23 October 2025.

Christopher Gilbert

Ombudsman