

The complaint

Miss D complained that Admiral Insurance (Gibraltar) Limited would not pay for all her car's repairs under her motor insurance policy.

What happened

Miss D's car was damaged in an incident while parked. Admiral paid for some of its repair costs, but not for part of the damage because they thought it was not accident related. So Miss D paid those repair costs herself. She complained to us. She wanted Admiral to reimburse her for them and the other costs she'd incurred.

The investigator recommended that her complaint should be upheld and that Admiral should reimburse her costs and pay her compensation of £100 for the distress and inconvenience she'd experienced. Admiral didn't agree, and Miss D didn't think that the compensation was enough. So I was asked to decide.

I issued my provisional decision on 17 October 2025. Both parties have responded, and I deal with their comments below.

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.

In my provisional decision I said as follows:

“As the investigator has explained, we don't assess whether or how damage to a car would be caused as this is a matter for the experts in these situations, the insurance companies, and engineers. Our role in these complaints is to determine whether an insurer has considered all the available evidence and whether they can justify their decision to not pay for additional repairs. We look at all the available evidence - including anything provided by the consumer, the insurer, and the repairer. However we normally give the greatest weight to independent expert motor engineer reports.

Admiral's authorised repairing garage at first assessed Miss D's car's damage and referred it to a manufacturer garage who identified a fault with the car's electric power steering (EPS) and suspected it was due to impact damage.

But Admiral's in-house engineers didn't accept this. They acknowledged that there was damage there, but thought that it was not caused by the accident. They thought it was either a known issue with that make and model of car, or caused by something else. So Admiral didn't pay to fix that.

Where there are conflicting reports, I have to look at which I find more persuasive and why. Admiral's engineers said that the power steering issue wasn't accident-related because the images of the car's damage showed what they thought was only minor or minimal damage to the front driver's side and didn't show any impact damage to the wheel or tyre, and there

was no evidence that the car was pushed into the kerb or anything else, and no alignment issues or adjustments were needed. Their engineer's notes also said "*From limited internet searches there seems to be an issue with these steering racks.*"

Admiral sent us the link to the source from that internet search they'd relied on. It's a blog from a car part replacement finding company, headed "What are the most common problems that crop up with [Miss D's make and model of car]?" It briefly lists some issues. Regarding power steering it says only that owners of Miss D's make and model of car had reported problems with that, and that the issue was not a common one, but the car's manufacturer had acknowledged the fault. So even accepting that to be true, the issue is not a common one. Further, I've not been shown that the type of fault the internet blog refers to was the fault which happened to Miss D's car. And in any event, I'm not persuaded by the reliability of that source, and I'd expect to first see direct evidence from the manufacturer themselves. Admiral's engineers admit that they'd done only limited internet searches, and I don't think it was reasonable for Admiral to rely on that one internet reference to justify one of its reasons for declining her repair claim.

Miss D said she'd had no problems with her car's power steering before the incident. She'd had the car from new for only about seven months before and it hadn't been in any other accidents. The vehicle which had collided with her car was a van, a bigger and heavier vehicle than her car, so she thought it was reasonable to think that it could cause the EPS damage. I haven't been shown that Admiral's engineers considered that possibility, but instead simply focussed on the wheels. But I've looked at the photos of the damage to the car, which was on the front driver side. I see that the front wing of the car had to be replaced, which suggests that the impact to that area of the car was more than minimal.

The garage that Miss D instructed to repair the EPS was also a manufacturer garage. They said that they had tried to do a wheel alignment but couldn't due to damage to the EPS inner track rod. They thought that the damage was consistent with the impact sustained. After they replaced the EPS steering rack, which included the inner track rod, they could do the wheel alignment. The EPS rack and inner track rod damage wasn't visible externally. So I think it was unreasonable for Admiral to justify their decision on whether wheel damage was visible externally.

For all the above reasons I find the manufacturer's garage's reports more persuasive as to the cause of the EPS fault than Admiral's engineer's view. I don't think that Admiral reasonably investigated or justified their conclusion on the evidence. And so I think it reasonable that they reimburse Miss D £8,397.38 for her car's repairs, plus simple interest at 8% from the date she incurred that until the date Admiral pay it.

Miss D would have been entitled to a courtesy car under the policy if Admiral had done those repairs, so Admiral should refund her the reasonable hire car costs of £211.62 while her car was being repaired. Admiral should also refund her necessary taxi fares of £14.04.

Miss D said she'd experienced stress, worry, and anxiety as result of Admiral's actions, which had affecting her health and wellbeing. She felt that £100 compensation did not reasonably reflect that and was looking for £1,000.

There will always be some inconvenience in dealing with a car repair claim. But in this case I think that Admiral's actions created a situation which caused her considerably more inconvenience than we would expect. She had to spend time and effort in obtaining and providing to Admiral quite technical evidence. This was made worse by her having significant health conditions, exacerbated by stress, at the relevant time and ongoing, and so I think that £400 more fairly reflects the distress an inconvenience she experienced. This is less anything that Admiral may have paid her already."

Since the provisional decision

Miss D accepted my provisional decision, but Admiral did not. They reiterated their previous view and felt that their in-house experts' view should be accepted.

In my provisional decision I have already considered the parties' different views and explained which I found more persuasive and why. And as I haven't been shown any further evidence, I've no reason to change my view. And so I make my final decision in the same terms as my provisional decision.

My final decision

For the reasons given above, my final decision is that I uphold the complaint, and I require Admiral Insurance (Gibraltar) Limited to do the following:

- Pay Miss D the £8,397.38 she paid for her car's repair, plus 8% simple interest.
- Pay Miss D the £211.62 car hire cost, plus 8% simple interest.
- Pay Miss D £14.04 for taxi outlays, plus 8% simple interest.
- Pay Miss D £400 compensation for her distress and inconvenience

Admiral must pay the compensation within 28 days of the date on which we tell them Miss D accepts my final decision. If they pay later than this, they must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss D to accept or reject my decision before 28 November 2025.



Rossllyn Scott
Ombudsman