

## **The complaint**

Mr D and Miss F complain about Admiral Insurance (Gibraltar) Limited's (Admiral) handling of a claim under their motor insurance policy – specifically surrounding the quality of repair works completed to their vehicle.

Any reference to Admiral within my decision includes actions taken by its agents.

## **What happened**

I previously issued my provisional decision as follows:

*The circumstances of this case are known to both parties, but in summary Mr D and Miss F have a motor insurance policy underwritten by Admiral. In November 2024, Miss F was involved in a road traffic accident which led to Mr D and Miss F's vehicle sustaining damage.*

*The circumstances of the incident were that two deer were present on the side of a road when one crossed into the path of an oncoming vehicle and landed on the driver's front side of Mr D and Miss F's vehicle, which was stationary at the time. So Mr D and Miss F claimed under their policy.*

*Admiral accepted the claim and arranged to repair the vehicle. However, Mr D and Miss F were unhappy with the quality of repairs and so complained to Admiral. The issues outstanding included the front bumper and the driver's side front wing which both had surface paint defects and colour mismatch, a broken black connection between the driver's side front wing and the windscreen, scuffing to the rubber and plastic trim at the top of the driver's door, and a cracked panel at the lower rear edge which was missed.*

*Admiral upheld the complaint and agreed to pay £75.35 as a cash in lieu settlement for the rectification works and £225 compensation for the distress and inconvenience caused. However, it didn't agree that the crack on the panel at the lower rear edge was related to the incident. Unhappy with the response, Mr D and Miss F referred their complaint to this Service.*

*Our Investigator ultimately didn't uphold the complaint and concluded that Admiral had taken reasonable steps to resolve the outstanding repair issues in line with the professional opinion it obtained. Mr D and Miss F disagreed and asked for an Ombudsman to make a final decision. In summary, they said the lower rear edge was related to the incident, and Admiral had failed to take clear images of the vehicle prior to the repairs, and had it done so, it would've shown the cracked panel.*

So, the case has been passed to me to decide.

## **What I've provisionally 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.*

*Having done so, I intend to uphold the complaint. I'll explain why.*

*I recognise I have summarised the circumstances of this case in less detail than presented. But I would like to assure both parties that I have carefully considered all submissions made when determining this complaint. I may not comment on each point raised or each piece of evidence provided. Instead, my decision will comment on the issues I consider to be key. This isn't intended as a discourtesy, but reflects the informal nature of this Service – and the rules this Service are expected to adhere to enable me to do this.*

*Our Investigator has set out that the issues relating to the replaced front bumper, the driver's side front wing, the broken black connection between the driver's side front wing and the windscreen, and the scuffing to the rubber and plastic trim at the top near the window of the driver's door have been resolved fairly alongside Admiral's reimbursement of car hire fees – and this position is something that appears to have been accepted by both parties. So, I won't look to comment on these issues further.*

*Relevant industry rules say firms should handle claims promptly and fairly. So I need to decide whether Admiral has acted fairly in concluding that the damage to the panel at the lower rear edge isn't related to the claim or its repairs.*

*Admiral has said that when the vehicle was originally assessed, there was no sign of damage to the area in question. Mr D and Miss F have said damage was present, however the repairer missed this. They also said that the quality of the images means this now can't be seen clearly, and this has left them at a disadvantage.*

*I've carefully reviewed the images taken by the repairer and I agree it simply isn't possible to say for sure whether the damage was present on receipt to the repairer due to the quality of the images. There are several photos taken by the repairer which are unclear, blurred or lack sufficient detail. And so, I don't find it unreasonable to conclude that this has now prejudiced against Mr D and Miss F's ability to demonstrate that the damage was a result of the claimed for incident.*

*It follows that I don't think it would be fair to place the burden of that uncertainty on Mr D and Miss F, particularly where they reasonably relied on Admiral's repair process and record keeping, and under the terms of their policy, Admiral has an obligation to repair the vehicle where damage has occurred which is linked to the incident.*

*In addition to this, I have carefully considered the independent expert's assessment on Mr D and Miss F's car following Admiral's repair. I note that the engineer said the following –*

*“The offside rear lower door moulding is cracked. Your policyholder believes this damage has been missed by the repairers. After reviewing the original repair images of the vehicle it appears this damage may have been present prior to repairs however I cannot be certain due to the quality of the images.”*

*I note that the engineer also highlighted no work had been completed to the area in question, and that they didn't think the damage was related to the incident.*

*I don't find this evidence conclusive. The engineer couldn't confirm whether the damage was present before repair, and that uncertainty is mainly due to the original images not clearly showing the area in question. However, damage was sustained to the same side of the vehicle towards the front, and damage was also sustained to the rear of the vehicle on the same side, and this is documented in the repairer's report. Given that the vehicle sustained documented damage towards both the front and rear on the same side, I think it's plausible that the disputed damage formed part of that wider impact pattern.*

*I therefore find that it would be fair and reasonable, based on the individual circumstances of this case, for Admiral to pay Mr D and Miss F the £186.37 quoted by Mr D's repairer. I say this as Admiral's documentation of the damage to the vehicle is blurry and unclear which has prejudiced against Mr D and Miss F's ability to evidence the damage was incident related. In addition to this, Admiral acknowledges that it didn't complete reasonable repairs, so it's plausible the damage was missed. I also find Mr D and Miss F's testimony surrounding the crack to be persuasive and consistent throughout. So, taking everything into account, I'm satisfied that it's more likely than not that the damage was caused by the incident.*

## **Replies**

Both parties responded to my provisional decision. Admiral asked for clarification surrounding the proposed direction as it didn't agree 8% simple interest should apply to the payment of £186.37. It said 8% interest was typically awarded where a complainant has been deprived of access to the funds, but as Mr D and Miss F hadn't evidenced this repair had taken place, there was no consequential loss and they hadn't been deprived access to these funds.

Mr D and Miss F in the round accepted the provisional decision. But they asked that should they proceed with the repair, whether Admiral could provide a courtesy car which they felt was reasonable in the circumstances. Mr D and Miss F also asked for clarification as to how the £186.37 had been calculated.

## **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.

As both parties appear to accept the overall detail of the provisional decision and the events therein, I don't propose to revisit these or set out again the events of this complaint. Instead, I have gone on to consider the responses from both parties.

Admiral, in its response, raised a valid point surrounding the direction of the interest award. Our Service typically awards interest when a complainant has incurred a cost that they shouldn't have due to a firm's actions. And I haven't been provided with any evidence to demonstrate Mr D and Miss F have arranged for the remaining repairs to be completed at their own cost.

I contacted Mr D and Miss F to explain this and provided them with the opportunity to provide any further comments before reaching a final decision. They acknowledged the change to the direction but didn't provide any further comments. So, it follows that I won't be directing Admiral to pay interest on the £186.37 payment I previously set out.

I recognise Mr D and Miss F feel a courtesy car should be provided by Admiral should they arrange for the outstanding repair work to be completed. And I appreciate why Mr D and Miss F feel this would be helpful. But I won't be directing Admiral to do this as this isn't something that would otherwise be covered under the terms and conditions of their motor insurance policy. As the payment of £186.37 will be made as a cash-in-lieu payment, Mr D and Miss F can appoint a repairer of their choice who may be able to offer a courtesy car as part of the repair agreement.

Finally, I wanted to clarify that the £186.37 was based upon the repair figures for the area in question set out in the engineer report of April 2025. As I haven't seen any evidence to contradict the cost of these repairs, I find this amount to be reasonable in the circumstances.

**My final decision**

My final decision is that I uphold this complaint and I direct Admiral Insurance (Gibraltar) Limited to pay Mr D and Miss F £186.37 in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D and Miss F to accept or reject my decision before 5 March 2026.

Oliver Collins  
**Ombudsman**