

## **The complaint**

Mrs S and Mr S complained about Admiral Insurance (Gibraltar) Limited's actions when they claimed for accident repairs under their motor insurance policy.

## **What happened**

Mrs S and Mr S's car was damaged in an accident in about October 2023. Admiral paid for its repair costs of over £4,000. When Mrs S and Mr S got the car back, they said that the garage hadn't repaired it fully. Admiral wouldn't agree to pay for additional repair as they said it wasn't accident related. So Mrs S and Mr S brought their complaint to us.

The investigator recommended that Mrs S and Mr S and Admiral should agree a third party expert to assess and decide if the damage was accident related, and if so, Admiral should pay for its repair.

She also thought that Admiral should increase their compensation to Mrs S and Mr S. Admiral didn't agree and so I was asked to decide. I issued my provisional decision on 29 January 2025. Both Mrs S and Admiral commented, and I deal with those 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 :

### *"Repair issues*

*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 it can justify its 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 had allowed Mrs S and Mr S to choose a garage to do the repair work. Mrs S and Mr S said the repairing garage hadn't fixed the car door. It wouldn't align and would only shut properly if slammed. Mrs S and Mr S said that the garage said they couldn't fully repair the car door because the "A post" was damaged and needed replaced. But although they drove it, Mrs S and Mr S still felt it wasn't safe. They wanted Admiral to pay for the "A post" to be replaced too because it was accident-related damage.*

*Mrs S and Mr S paid for an independent expert to assess the car. His report said that there was "Damage to driver side door, frame is out of position but secure, crack of paint near hinge, structural damage to driver side door."*

*Admiral instructed their own independent expert to look at Mrs S and Mr S's car. He said that the "A post" wasn't damaged and didn't need to be replaced but the doors did need adjusting. It was after that when Admiral made Mrs S and Mr S a cash payment of about £160 to Mrs S and Mr S for the door adjustment. But the garage said that wouldn't fix the problem and the "A post" still required replacement. Admiral still didn't agree, based on their expert report.*

*So there was a contradiction between the two reports. Admiral said Mrs S and Mr S's report hadn't confirmed that the damage was accident related, so wasn't reliable. However in fact Admiral's expert report doesn't confirm that either. Neither report confirms whether the accident caused the current damage.*

*And although in refusing to pay for further repair, Admiral have relied heavily on their expert report, that report isn't the only available evidence. Admiral need to look at it in light of all of that evidence.*

*Mrs S and Mr S said their car wasn't like that before the accident. It didn't have that damage then. They said they'd only bought the car about three months before the accident, and they've shown us that they had it checked first to ensure it had no damage history. Further, our investigator checked the car's MOT history and found no evidence that the car had been in an accident before this one.*

*There are photos and a video of the current damage, which is to the driver's door. That's the area which was affected by the accident impact. Mrs S and Mr S's expert report of August 20204 confirms as above that there is "Damage to driver side door, frame is out of position but secure, crack of paint near hinge, structural damage" and that the door needs to be slammed shut, but the overall condition of the vehicle is good.*

*The video of the inspection shows that the car's driver side door has a crease or crack near the hinges. Although we are not experts, I think that all of the above do identify Issues to be considered as being accident related or not. None of the above evidence suggests that the current damage pre-existed the accident. Further, when Admiral's expert did his report, he said he'd done it on limited information from the parties. He also hadn't seen Mrs S and Mr S's expert's report, and so his report doesn't address the issues that raised. Admiral's expert report therefore didn't consider other prior and relevant evidence. And so, looked at in the light of all the other evidence, I don't find Admiral's expert report reliable or persuasive and I don't think it was fair of Admiral to accept it as such or to place so much reliance on it.*

*And so I don't think that Admiral reasonably investigated or justified their conclusion on the evidence. And I think it reasonable that they pay for the car's repairs at a garage of their choice and give Mrs S and Mr S a courtesy car while doing so.*

*I also think that Admiral should also reimburse Mrs S and Mr S for the amount of about £220 they paid for their expert report. Admiral didn't agree because they thought it didn't confirm that the damage was accident related and because they'd paid for their own expert report. So Admiral felt they'd already acted fairly to investigate the matter. However I think that Mrs S and Mr S's expert report did help progress the matter and that it's fair that they should be reimbursed for that outlay.*

*Mrs S has commented about the possibility of the car being written off because her expert report suggested there was structural damage. But Admiral didn't make that decision and Mrs S and Mr S's policy allows them that discretion. I know that Mrs S and Mr S would like the car to be reinspected by a third expert. This is perhaps in hope that it would result in Admiral deciding to write the car off. But that's a matter for Admiral. I've not been shown that the car cannot be repaired and the issue for me here is whether Admiral have been*

*unreasonable in deciding not to pay for the repairs. I think that they have been unreasonable, so the remedy is for Admiral to pay for those repairs.*

*Mrs S said she called Admiral multiple times a day for months to get the matter resolved and found this distressing. She felt that Admiral had failed them. She didn't feel safe driving the car especially when her young child was there.*

*Mrs S and Mr S said they'd been intending to sell the car before the accident but couldn't in its current condition before the repairs had been completed. They felt that the process had taken too long and meant that they couldn't sell it when they wanted to. They said that this had caused them financial difficulties and affected their everyday lives. They thought that Admiral's delay and misdiagnosis of the damage meant that her car had depreciated in value since the accident. If the car's value has depreciated since the accident, that's more likely due to the accident - which wasn't Admiral's fault - rather than the repairs not being finalised. So it wouldn't be fair to expect Admiral to compensate for that.*

*But I do recognise that the matter has been stressful for Mrs S and Mr S, with money worries and feeling unsafe driving the car. And I think that through this process they have been put to more inconvenience than we would expect in dealing with a repair claim. So I think that Admiral should pay Mrs S and Mr S a further £150 compensation on top of the amount Admiral have already offered for that. “*

So my provisional decision was to uphold the complaint and require Admiral to pay for the repair of Mrs S and Mr S car's additional damage, at a garage of their choice and with a courtesy car, reimburse them the £220 they paid for their expert report, and pay them an additional £150 compensation for their distress and inconvenience.

#### *The responses to my provisional decision*

Admiral didn't agree with my provisional decision. They now want to instruct a new independent expert report, to decide if the disputed damage was accident related.

I don't think that would be fair. Our investigator already suggested obtaining another independent expert report, but Admiral wouldn't agree then. Admiral have had ample opportunity to obtain such a report if they wished. But they chose not to.

I've already explained above why I don't think that Admiral reasonably investigated or justified their repair decision on the evidence they had. I don't see any reason to change that view.

Mrs S and Mr S were happy with the provisional decision but had some concerns about how long Admiral might take. It's clear that they have lost trust in them.

Mrs S now says that three garages have told her that their car is not repairable. That's a new point, and I haven't been shown any evidence from those garages. I know Mrs S had concerns that the car might not be repairable, because her expert report said it has structural damage. But just because a car may have structural damage that doesn't mean it's not repairable. Even if some garages can't repair it, that doesn't mean it's unrepairable either.

I've not been shown independent evidence that the car is not capable of being repaired. And so the correct redress is for Admiral to repair it. If however it were later established that the car is not capable of being repaired at all then I would expect Admiral to offer Mrs S and Mr S its market value under the policy.

## **My final decision**

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

- Pay for the repair of Mrs S and Mr S's car's additional damage at a garage of their choice and give Mrs S and Mr S a courtesy car while doing so
- Reimburse Mrs S and Mr S the £220 which they paid for their expert report
- Pay Mrs S and Mr S an additional £150 compensation for their distress and inconvenience

Admiral must pay the compensation within 28 days of the date on which we tell them = 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 Mrs S and Mr S to accept or reject my decision before 2 April 2025.



Rosslyn Scott  
**Ombudsman**