

## **The complaint**

Ms B complains about the way Admiral Insurance (Gibraltar) Limited handled a claim under her motor insurance policy.

Any reference to Admiral includes the actions of its agents.

## **What happened**

The circumstances of this complaint are well known to both parties, so I've summarised events.

- Ms B has a motor insurance policy which is underwritten by Admiral.
- In autumn 2022, she damaged her car by colliding with a skip. Ms B made a claim for damage to the chassis of her vehicle to be repaired. She says the car remained driveable during this time.
- In January 2023, Ms B contacted Admiral's approved repairer - when the engine management light lit up on her car's dashboard – as she was concerned as to whether she could continue to drive her car.
- Ms B says Admiral's repairer advised the car could be driven. Later that day, her car broke down. Ms B considers any investigation and/or repairs her car may require to be Admiral's responsibility because she doesn't think it would have broken down but for Admiral's advice that it was safe to drive with the engine management light on.
- Admiral disagreed but as a gesture of goodwill referred Ms B's car for a diagnostic check - the results of which were inconclusive.
- Admiral concluded the issue causing the engine management light to illuminate wasn't connected to the initial incident involving the skip and so, as the cause of the light coming on wasn't due to an insured peril, said it wouldn't cover a claim about it.
- Unhappy, Ms B complained to this Service. An Investigator considered it and said Admiral's decision was reasonable because there wasn't sufficient evidence to show its advice had caused Ms B's car to break down, or that it was connected to the incident with the skip.
- Ms B disagreed and so, the complaint has been passed to me for an Ombudsman's decision.

## **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.

- Ms B has confirmed her main concern is she considers Admiral to be responsible for

the breakdown of her vehicle and any repairs in connection with this as she says it incorrectly advised her car was safe to drive. And it's this my decision will focus on.

- Ms B's policy will cover her for certain insured perils, but Admiral doesn't consider the breakdown of Ms B's vehicle to be connected to an insured peril. So, what's key here is whether the breakdown of Ms B's car was caused by the original incident (involving the skip) and/or the advice she received from Admiral's repairer that her car was safe to drive with the engine management light on.
- As our Investigator explained, the engine management light on Ms B's car came on *before* she was told it was safe to drive her car, so I don't consider it reasonable to conclude – without evidence – that Admiral is responsible for the breakdown of her vehicle, as there was seemingly already a problem with it.
- I've not been provided with expert evidence – such as a mechanic's report – which shows driving the vehicle *after* the light came on caused the car to breakdown. Whilst I appreciate Ms B has said an engineer from the manufacturer's garage has said it wouldn't advise a customer to drive a vehicle when the engine management light is illuminated, this isn't persuasive evidence that driving the car when the light was on *caused* the breakdown of it.
- I must also keep in mind that Admiral referred Ms B's car for a diagnostic check to see what caused the problem, but it came back as inconclusive. So, this doesn't support Ms B's stance that Admiral is at fault.
- So, in line with what our Investigator suggested, Ms B could arrange for an expert report to be carried out to determine the cause of the damage / vehicle breakdown. If this was caused by the original incident or Admiral's advice, then I would expect Admiral to consider this when reviewing the claim.
- But as it stands, I've not seen anything to persuade me the damage and subsequent breakdown of Ms B's car was caused by the initial incident with the skip or was due to Admiral's advice, and so, I don't consider it reasonable to ask Admiral to cover it.
- *Compensation*
- Admiral has issued two final response letters addressing numerous concerns about its handling of Ms B's claim and it has paid compensation to recognise the difficulties she's experienced. I don't consider it necessary to detail all the problems she's faced but taking a holistic view of things, I'm satisfied the amount Admiral has paid overall is fair in the circumstances and so, I won't be asking it to increase this.
- Whilst I appreciate the difficulties Ms B has experienced had repercussions beyond her - owing to her caring responsibilities - as our Investigator explained, I'm only able to direct Admiral to pay compensation for any detriment *she's* experienced, not third parties. But I have kept her particular circumstances in mind when deciding whether Admiral has paid enough compensation – which I am satisfied it has.

## **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 12 September 2023.

Nicola Beakhust  
**Ombudsman**