

## **The complaint**

Mr P complains about how Admiral Insurance (Gibraltar) Limited (“Admiral”) handled a claim under his motor insurance policy.

## **What happened**

Mr P had a motor insurance policy with Admiral covering his car.

In November 2022 his car was damaged in a collision with a third party.

Admiral paid for the repairs to his car which were carried out at a repairer of Mr P’s choice.

As part of the repair, one tyre was replaced. This was due to the impact with the third party being in that location.

Mr P’s car is a four-wheel drive model. The manufacturer says it strongly recommends replacing all four tyres together.

He complained to Admiral and asked that it pay for the other three tyres, which he’d already replaced at a cost of over £500.

Admiral wouldn’t do this. It said the manufacturer recommended the tyres’ replacement as a set – it wasn’t mandatory.

Mr P remained unhappy and brought his complaint to this service.

Our investigator looked into his complaint and didn’t uphold it. He said the policy would only replace tyres damaged in the collision and because the manufacturer didn’t mandate the replacement of all four tyres, he thought Admiral acted fairly.

Mr P didn’t agree with the view and asked that his complaint was reviewed by an ombudsman, so it has been passed to me for a final 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.

Having read the file of evidence, I’m not going to uphold this complaint and I’ll explain why.

I’ve read about the circumstances of Mr P’s collision with the third party and the damage that was caused. The repairer involved replaced the tyre mounted on the wheel at the corner of the car where the collision happened.

I know Mr P has said he didn’t think the tyre had been damaged, as he’d driven around on it following the collision. But the garage making the assessment, which would have been agreed with Admiral’s engineers, must have felt there was a reason for the tyre to be replaced and I think it’s fair and reasonable for a repairer to make that choice.

Having replaced it, Mr P then found that the manufacturer said he should replace the other three tyres. He complained on the basis that the manufacturer says the tyres must be replaced at the same time. I've looked at the car's manual and I can see that the manufacturer says it "strongly recommends" replacing them. But in my view it falls short of saying that they 'must' be replaced.

Mr P has had the benefit of one new tyre being fitted and although he feels strongly that the others should be replaced by Admiral, I don't think the car's manual says that they must be changed. In addition, Mr P's policy is one that pays for repairs to damage caused – and the other three tyres weren't damaged, so I can't reasonably say Admiral should be made to pay for their replacement.

### **My final decision**

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 17 November 2023.

Richard Sowden  
**Ombudsman**