

## **The complaint**

Mr D says that when he made a claim on his motor insurance policy Admiral Insurance (Gibraltar) Limited wrongly categorised his written-off car, leading to high repair costs.

## **What happened**

Mr D's car was damaged in a non-fault accident in December 2022. Admiral's engineer carried out a desktop assessment based on Mr D's account of the damage and the images he'd provided. The engineer said it was a repairable total loss with no structural damage, so Mr D was given the option of retaining the car. But when he took it to a local garage for repair, the garage said the rear axle carrier was damaged, and that it was a structural part.

Mr D complained to Admiral, but it didn't change its view, so he contacted us and one of our investigators reviewed his complaint. The investigator said Admiral should have reviewed the invoices from Mr D's garage following his complaint to it, rather than just telling us later that it hadn't seen them. He said Mr D wouldn't have retained the car had he known there was structural damage to it - and that replacing the axle carrier had increased the repair costs significantly. He thought Admiral should refund the cost of Mr D's repairs.

Admiral asked one of its senior engineers to review the total loss categorisation. He looked at the invoices from Mr D's garage along with the claims file. He said all the items listed on the invoices were non-structural, and that the car had been categorised correctly.

As there was no agreement, the complaint was passed to me for review. I issued a provisional decision along the following lines:

- In order to challenge Admiral's engineers' views successfully, Mr D needed sound evidence from another technical source, but he had only provided a handwritten invoice for a new rear axle carrier and its fitting from his garage
- An invoice for a new rear axle carrier doesn't show that it's a structural part. And the technical advice I got was that the carrier is a non-structural part, which can be removed / unbolted from a vehicle's chassis
- In the light of that technical advice, which supported the view of Admiral's engineers, I thought the details provided by Mr D's garage weren't persuasive. So I didn't think Mr D had shown that Admiral made an error in its total loss categorisation

I asked the parties to comment on my provisional findings. Admiral didn't do so. Mr D said he'd provided all the information he could. He still thought the fact that he'd had to pay for a rear back axle carrier showed that there was structural damage to his vehicle.

## **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.

I appreciate that Mr D is sure there was structural damage to his car, but I can only base my decision on the evidence available to me. He still hasn't provided any technical evidence that conflicts with the views of Admiral engineers, or with the technical advice I was given. So I don't think there's any reason to depart from my provisional findings. For the reasons set out above, I don't think it would be fair and reasonable to uphold Mr D's complaint.

### **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 Mr D to accept or reject my decision before 16 November 2023.

Susan Ewins

**Ombudsman**