

The complaint

Mrs J has complained that Admiral Insurance Gibraltar Limited's windscreen repair agent, who'll I refer to as A, handled her claim under her motor insurance policy for a broken glass panel in her sunroof badly and this has led to her losing out.

What happened

The glass in the sunroof in Mrs J's car broke and she made a claim under her policy. Admiral arranged for A to repair it. A's technician replaced the glass. Mrs J has said he told her after he'd done this that she could open the sunroof on tilt, but she'd have to get someone to look at it if she wanted it to open fully. She's explained that when she used her car soon after the glass had been replaced she noticed some bits of glass had been left on the material cover of the sunroof. She's further explained she tried to call the technician within an hour of him leaving about this, but couldn't get hold of him. She's said she then pressed the button to open the material cover on the sunroof the next day and it went back a little way and then jammed and it is totally distorted.

Mrs J contacted A and they sent someone out to have a look at her sunroof. Mrs A has said this technician said it wasn't A's job to remove the broken glass. Her car was booked into one of A's centre's for inspection. Mrs A has said the technician at the centre said the original technician should have removed all the broken glass they could when they replaced the glass in the sunroof. He said the mechanism needed to be stripped down, but A was not willing to do this or pay for it to be done. Mrs J has said she also noticed the technician used a screwdriver or something similar to prize open the roof lining and damaged it in the process.

Mrs J complained to Admiral. She said the fact the technician told her she could open the sunroof on tilt meant she thought she could open the material cover. And, if he had warned her there could be glass in the mechanism and not to open it at all, she'd have taken it somewhere to get it looked at before trying to open the material cover.

Admiral rejected Mrs J's complaint. They said the technician had told her there could be a problem with the sunroof. And, in view of this, they didn't think they were responsible for any damage caused when Mrs J opened it.

Mrs J wasn't happy with Admiral's decision and asked us to consider a complaint against them. One of our investigators did this. She said it should be upheld and Admiral should pay for Mrs J's sunroof to be repaired. This was because she was persuaded by Mrs J's testimony that the technician told her she could open the sunroof on tilt. And she thought the technician should have removed all the broken glass before replacing the glass in the sunroof. And – if he didn't – he should have warned Mrs J there could be glass in the mechanism and not to use the sunroof at all until she'd had it checked.

Admiral don't agree with the investigator's view and have asked for an ombudsman's decision. They've said Mrs J was told by the technician there was glass in the mechanism of the material cover and sunroof and what needed to be done regarding this. So, they don't think they're responsible for any damage caused by Mrs J trying to open the material cover.

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 done so, I've decided to uphold Mrs J's complaint. This is because I accept her testimony that at the time of the original repair A's technician told her she could use the sunroof on tilt and didn't say not to use it in case there was glass in the mechanism. Admiral have suggested there is evidence in the notes provided by A that the technician told Mrs J there was glass in the sunroof mechanism. They've referred to a note dated 31 December 2021. But, the repair was carried out on 13 December 2021. So, I don't think this note proves the technician told Mrs J this when he replaced the glass in her sunroof. It is what the technician who inspected Mrs J's sunroof after she complained to A said. But, by this time, the sunroof mechanism was already damaged because Mrs A wasn't aware she shouldn't open the sunroof.

I think the evidence shows A's technicians made three errors. First of all, the original technician didn't make sure he got all the broken glass out of the sunroof mechanism before replacing the glass. I think he should have done this as part of the repair. If this meant the sunroof needed to be stripped and he couldn't do this at Mrs J's home, he should have told her this and arranged for it to be taken somewhere where this could be done either by one of A's technicians or by someone on A's behalf. Secondly, having not done so, he should have told Mrs J he'd not been able to remove all the broken glass from the mechanism and that she shouldn't use the sunroof until this had been done. There is no compelling evidence he told her this and I think Mrs J's testimony suggests it's most likely he didn't. After all, if he did, then I'd need to accept, that irrespective of Mrs J knowing she shouldn't use her sunroof and it being obvious to her that doing so could cause damage, she still went ahead and used it. I think this is extremely unlikely and I find it surprising Admiral actually thinks this was the case. Thirdly, when Mrs J's car was inspected at A's centre the technician there damaged/dislodged the roof lining on her car with a screwdriver or something similar when he was trying to inspect the sunroof mechanism. I say this because of Mrs J's testimony and photographs that she's recently provided.

Putting things right

As Admiral are responsible for the actions of A and it was A's technicians errors that led to the damage to Mrs J's sunroof and roof lining, I think the fair and reasonable outcome to her complaint is for Admiral to pay for these things to be repaired. Admiral can arrange this themselves and pay for it or ask Mrs J to provide an estimate, which they can approve and then reimburse Mrs J when she has had the work done and paid for it and provided a copy of the invoice.

My final decision

For the reasons set out above, I uphold Mrs J's complaint. Admiral Insurance Gibraltar Limited must pay for her sunroof and roof lining to be repaired by one of the ways set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs J to accept or reject my decision before 12 December 2022.

Robert Short
Ombudsman