

The complaint

Mr M complains that Admiral Insurance (Gibraltar) Limited won't fully rectify damage caused after he made a glass claim on his motor insurance policy. He wants all the damage repaired and broken glass removed.

What happened

The rear window of Mr M's car was damaged, and he made a claim on his policy. Admiral's agent's technician made a repair, but Mr M said he had told him that he'd damaged the tailgate and the roof. Admiral's agent said it would authorise repairs.

But when the car was returned to Mr M he found that the tailgate was unrepaired and there was still broken glass present. The garage said the agent had told it that it would cover just the roof. The agent said that the scratches to the tailgate were likely caused by the glass breaking. But it offered £500 towards rectification to polish out the scratches, as a gesture of goodwill. Mr M thought it should meet all the repair costs.

Our Investigator recommended that the complaint should be upheld. He couldn't see evidence that the technician had admitted damaging the tailgate, just the roof. But he thought the damage looked similar and the agent had authorised all the repairs. He thought Admiral should meet the costs of having the repairs completed at the same garage. He also thought it should try and remove the glass.

Admiral reiterated its offer of £500 as a gesture of goodwill towards the further repairs, but it wouldn't accept liability. Mr M provided further photographs of the scratches. He thought a simple polish wouldn't repair them.

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 can see that this matter has been ongoing for nine months. I can understand that Mr M wants his car fully repaired. In its response to Mr M's complaint, on behalf of Admiral, the agent accepted that the glass repairs had caused damage to the paintwork of Mr M's car. It said it had authorised repairs to the roof and tailgate at Mr M's preferred garage. It asked him to provide photographs of the scratches. And then it said it wouldn't accept responsibility for those on the tailgate.

We're not engineers. We don't assess whether or how damage to a vehicle 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 insurance company has considered all the available evidence and whether it can justify its decision to not pay for additional repairs.

Mr M recalled the technician admitting that he'd damaged both the roof and the tailgate. But in Admiral's file notes, I can see that the technician called in to report that he'd scratched the

car's roof whilst replacing the rear window. And he sent in photographs of the damage, but I haven't seen these.

The car was taken to Mr M's garage for an estimate, and this included scratches on both the roof and the tailgate. Admiral thought the technician would have reported these if he'd caused them. But he'd reported only those on the roof. The garage told Admiral that it couldn't prove that the damage had been caused by the broken glass. And it said the tailgate damage could be polished out.

So Admiral agreed to have the roof repaired and the tailgate scratches polished out. However, it didn't tell Mr M of this change. But the latter wasn't done, and the broken glass wasn't removed. I think this caused Mr M a loss of expectation.

I'm not satisfied that Admiral has justified its decision that the damage to the tailgate wasn't caused by the technician. This is because the scratches look similar to those on the roof. The agent authorised repairs to both areas. And the garage couldn't be certain that they were caused by the broken glass. Also, the car was relatively new. And I don't think Admiral has considered how else the scratches could have been caused.

Admiral offered as a gesture of goodwill to repair the tailgate scratches or to pay Mr M £500 to have them repaired. The garage said they could be polished out at a cost of £120. But I can't say whether or not this would be sufficient to repair them. And I haven't seen a cost for the glass removal. I can see that the policy provides for this to be done as far as it's possible to do so.

So I think it would be fairer for Admiral to honour its initial decision to authorise the repairs to be done at Mr M's garage. This matter has caused Mr M some inconvenience. But he's been kept mobile in this time. And so I don't require Admiral to pay him any compensation for his trouble and upset.

Putting things right

I require Admiral Insurance (Gibraltar) Limited to pay for the repairs at Mr M's garage of scratches on the tailgate of Mr M's car, and for the removal of broken glass as far as it's possible to do so.

My final decision

For the reasons given above, my final decision is that I uphold this complaint. I require Admiral Insurance (Gibraltar) Limited to carry out the redress set out above. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 26 April 2023.

Phillip Berechree
Ombudsman