

## **The complaint**

Mr A complains that Admiral Insurance (Gibraltar) Limited damaged his television stand and speaker while in for repair.

## **What happened**

Mr A had contents insurance, including accidental damage, underwritten by Admiral. He accidentally damaged his television (TV) when cleaning and claimed under the policy. Admiral accepted the claim, collected the TV, and arranged a repair. Mr A preferred a cash settlement, which Admiral paid.

At his request, Admiral returned the TV to Mr A. But he noticed damage on the stand and speaker which he said wasn't there when Admiral collected the TV. Mr A complained to Admiral about the damage. He also asked Admiral to provide him with a copy of the technician's report and the TV fixings which hadn't been returned.

Admiral returned the fixings, paid £50 compensation for not returning them sooner, and provided a copy of the report. But Admiral didn't accept responsibility for any damage.

The circumstances are well known to both parties so, rather than repeat all the detail here, I'll focus on giving the reasons for my decision below.

## **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 not to uphold Mr A's complaint and I'll explain why.

To begin with, I note that Admiral returned the TV fixings to Mr A after he complained. It paid £50 compensation by way of apology. Admiral also sent the technician report to him, although I understand Mr A wasn't happy with the lack of detail.

As Admiral provided everything Mr A asked for, there's nothing further for me to consider in respect of these two elements of his complaint.

The remaining issue is that Mr A complains Admiral damaged his TV speaker and stand while in its possession. Admiral denies causing any damage.

For me to uphold this element of Mr A's complaint, I'd need to see evidence that shows the TV was, more likely than not, damaged while in Admiral's care. There's a lot of evidence available and I won't comment on everything, but I haven't seen anything which persuades me Admiral was at fault.

The key pieces of evidence are the photos of Mr A's TV before collection and after Admiral returned it. Mr A provided photos of his TV in his home taken before the accidental damage which resulted in his claim. The photos aren't close up images but there doesn't appear to be any obvious damage to the speaker or stand. Mr A confirms this. Admiral's report said the

stand was in good condition with some wear marks, but no physical damage.

Based on this evidence, I'm satisfied the TV was not damaged when Admiral collected it for repair.

Admiral confirmed it would be able to repair the screen, but Mr A preferred to cash settle. He'd already bought a replacement TV on the understanding that Admiral would be unable to carry out a repair. Mr A accepted the cash settlement and asked for his TV stand and speaker to be returned to him.

Admiral returned the equipment and left it with the concierge of Mr A's building. I've looked at the photo of the stand and speaker in the concierge's room. It's a clear photo, which appears to be proof of delivery, and there's no damage visible. I accept that the photo doesn't show all parts of the equipment but, on the face of it, the evidence suggests Admiral returned the stand and speaker undamaged.

Mr A confirmed that he collected the equipment from the concierge on the evening Admiral returned it. Two days later he inspected it and reported to Admiral that there was damage. Mr A provided close up photos of the damage which show part of the stand dislodged, and scratches/dents around the surface edges.

Looking at the photos, it's difficult to determine how deep the scratches are, so I can't say with any certainty that they are signs of wear, or evidence that the damage was caused through lack of care. However, the damage evident on the stand in Mr A's photos is not visible on the stand in the concierge photos.

Based on the evidence, I think it's more likely than not that the damage Mr A complained about happened after Admiral returned the TV stand and speaker. That's because:

- the photos don't show damage before collection or after Admiral delivered the equipment to the concierge;
- Mr A noticed damage after the TV stand and speaker had been with the concierge, at which time they were no longer Admiral's responsibility.

I've noted Mr A's disbelief that the damage was due to wear and tear. When looking at the photos, I considered that some of the damage to the edge of the stand might be consistent with impact from, say, a vacuum cleaner. So, I don't think referring to that as wear would be unreasonable. But, whether or not the damage was wear and tear, I'm persuaded by the evidence that Admiral is not responsible.

Therefore, I don't uphold Mr A's complaint and I won't be asking Admiral to pay compensation.

**My final decision**

For the reasons I've given, my final decision is that I don't uphold Mr A's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 24 November 2023.

Debra Vaughan  
**Ombudsman**