

## **The complaint**

Miss C complains Admiral Insurance (Gibraltar) Limited caused further damage to her car when completing claim repairs under her motor insurance policy.

## **What happened**

In summary, Miss C's car was involved in an incident with a third-party in 2023. Admiral accepted the claim, her car was repaired by its approved repairer and returned to her in August 2023. Miss C was satisfied with the repairs to the external areas impacted by the third-party.

Miss C noticed some other damage she says wasn't present prior to the repair work. Buttons on the steering wheel were broken, and a sticky residue was on the window controls.

Miss C took her car back to the repairer and says they were unhelpful, dismissive, and essentially asked her to prove they caused it. Miss C then contacted Admiral as she didn't think she should have to cover the costs of this additional damage caused by the repairer.

Admiral asked the repairer to provide comments. It also asked an in-house engineer to provide an opinion based on what Miss C reported and the repairer's comments. Admiral then concluded, broadly, that the damage Miss C reported wasn't claim-related, nor were the repairers responsible for causing it. Rather, it was due to wear and tear.

Miss C told Admiral she wasn't happy. She says the repairer cleaned her car without consent. Her car was roughly six years old, and damage wasn't present prior to the repairer working on it. As she remained unhappy, she approached our Service for an impartial review.

The Investigator didn't recommend the complaint be upheld. She thought Admiral considered Miss C's concerns fairly and wasn't persuaded the repairer caused additional damage.

Miss C didn't agree. She provided videos showing the broken steering wheel buttons and said damage occurred when the repairer cleaned her car without consent. And she's now been left with an expensive repair bill due to the repairer's mistake.

As no resolution could be reached, the case was passed to me to decide.

## **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.

The contract of insurance required Admiral to cover the cost of repairs following the incident. That's what happened here. Repairs were completed, the car was cleaned, and returned to Miss C as she wasn't able to drive at the time. Miss C was satisfied with the repairs and signed a document confirming the same.

Miss C noticed however some additional damage. She thinks this was caused by the repairer cleaning it without consent. And the repairer had no reason to touch the inside of her car.

I'm not satisfied the repairer acted unreasonably when cleaning Miss C's car following repairs. The repairer said the car wasn't in great condition when it arrived with them. For example, there were footprints and staining inside, and evidence of poor repairs.

I also think it's fair for a policyholder to expect their vehicle to be returned in a reasonable condition following claim-related repairs. So, while I acknowledge Miss C's point that she didn't give consent for cleaning, I'm satisfied it's reasonable to conclude this was done by the repairer in the spirit of providing Miss C with an appropriate level of customer service.

If something was damage during this process, I would expect things to be put right by Admiral. Miss C says given the repairer admitted to cleaning her car, this means they caused the damage. She says they were rough and used corrosive products unsuitable for vehicles. But I don't find the evidence supports that.

I say this because the repairer, when asked for comment, said they would have used a damp cloth to clean the steering wheel. Further, they said no cleaning products were used due to their corrosive nature.

Repairs and cleaning were undertaken by a repairer suitably qualified to handle repairs and return it to Miss C in a reasonable condition. So, in the absence of any evidence to the contrary, I'm not persuaded the repairer used corrosive products which resulted in causing the damage Miss C described.

I've also reviewed the video provided by Miss C showing the steering wheel damage. While I accept this shows buttons either side of the steering wheel are broken (they seem to come out of the steering panel when pressed either side), this doesn't demonstrate how they were broken.

Admiral asked an in-house engineer to provide an opinion based on Miss C and the repairer's comments. The engineer concluded, broadly, that there was no link between the damage reported by Miss C and the repairs. Further, they didn't think the cleaning process would have caused it, nor did the repairer have any reason to operate the buttons while the car was in their care.

It's important I explain I'm not an engineer. Therefore, my role isn't to assess vehicle damage and decide on its cause. Rather, my role is to weigh up the evidence from all parties and decide, on balance, what I'm most persuaded by.

And in concluding, in this case, I find the steps taken by Admiral to assess Miss C's concerns were reasonable. And I'm not persuaded, on balance, the evidence supports the repairer should be held responsible for causing additional damage to Miss C's car when cleaning it.

Therefore, I'm not satisfied – in the absence of any compelling evidence to the contrary – Admiral acted unfairly when declining to cover these repair costs. So, it follows, I don't require Admiral to take any action here.

I appreciate my decision will come as a disappointment to Miss C. But it ends what we – in attempting to informally resolve her dispute with Admiral – can do for her in this complaint.

**My final decision**

For the reasons mentioned above, I've decided not to uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 7 May 2024.

Liam Hickey  
**Ombudsman**