

The complaint

Miss W and Mr W complained that poor workmanship by Admiral Insurance (Gibraltar) Limited ("Admiral") under their motor policy caused the engine in their car to fail. Miss W and Mr W had representation for this complaint, but for ease and simplicity, I'll only refer to Miss W and Mr W.

What happened

Miss W and Mr W's car was repaired by Admiral's approved contractors following a claim. After around a month of driving the car, Miss W and Mr W started to experience some difficulties with the vehicle and had to call out a breakdown company to recover it.

Miss W and Mr W were advised to have the car checked by a main dealer. Unfortunately, the car broke down again. Miss W and Mr W said, *"it was then found there was coolant all over the engine and this was due to a loose cap."* Miss W and Mr W think Admiral's contractors are responsible for not putting the cap on the coolant properly when it carried out repairs. They want Admiral to pay for the subsequent repairs they've had to have done to the vehicle.

Admiral appointed an independent assessor to review the timeline of events and circumstances surrounding what happened. But it concluded that it hadn't done anything wrong. Admiral said the car had been driven for 400 miles since the car was with its approved contractor. It also said it's possible the cap was not fitted properly by either the breakdown company or someone else at a later time. It didn't think there was evidence to show it was at fault.

Our investigator decided not to uphold the complaint. She didn't think there was evidence Admiral's contractors had fitted the cap incorrectly on the coolant, so didn't think it was fair to ask them to pay for the further repairs carried out to the engine. Miss W and Mr W, so the case has been referred to an ombudsman.

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 Miss W and Mr W are unhappy at paying the costs of having the engine repaired. I've seen the cost of this and it's significant. However, I don't think there is evidence to show that on the balance of probabilities that Admiral's contractors did do something wrong.

This will frustrate Miss W and Mr W, I know. It's clear from their testimony that they think Admiral were at fault. However, whilst I understand this is a possibility, my role is to make a fair decision based upon the evidence that has been put before me. As there isn't direct evidence that points to the issue been caused by Admiral, it wouldn't be reasonable for me to uphold the complaint. So, I don't. I'll explain why.

Miss W and Mr W explained their position. They said:

"If the radiator cap had been left off, then we agree that the mileage driven by our daughter following the repair would not have been possible. However, if the cap had not been fitted correctly and coolant had been lost whilst making short journeys until it dropped below a critical level to cause the breakdown, then the mileage driven by our daughter would have been entirely possible. Equally, had there been an airlock in the radiator, then similar, short journeys over a period of time would have been possible until our daughter drove a longer distance on the 7th December 2023, which caused the penultimate breakdown".

Whilst I think Miss W and Mr W's hypothesis is plausible. Without any evidence, it wouldn't be fair to conclude this is what happened. Admiral has pointed out other possibilities too. It said the breakdown company or Miss W and Mr W may have not fitted the cap on the radiator either when inspecting the car. And this may have led to the problems.

The difficulty I have in upholding this complaint, is the car was driven for 400 miles without any problems at all. I'd have expected there to be warning signs during this period if Admiral had done something wrong. If the car was overheating, then I'd have expected this to show up on the car's warning system. The fact Miss W and Mr W were able to drive the car for a month before any difficulties, suggest to me that it's unlikely the work carried out by Admiral caused the issues. I haven't got the evidence to suggest otherwise. If Miss W and Mr W's main dealer had been critical of Admiral's work then I think I may have been more persuaded, but as it hasn't, I don't uphold this complaint.

My final decision

My final decision is that I don't uphold this complaint. I don't require Admiral Insurance (Gibraltar) Limited to do anymore.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W and Mr W to accept or reject my decision before 29 October 2024.

Pete Averill
Ombudsman