

## **The complaint**

Mr B complains that Admiral Insurance (Gibraltar) Limited (“Admiral”) caused further damage to his car following a claim under his car insurance policy. When I mention Admiral I also mean its approved repairers and suppliers.

## **What happened**

Mr B had a motor insurance policy with Admiral covering his car.

He was involved in a collision in October 2023 when he was hit from the rear by a third party, causing his car to collide with the car in front. He made a claim from Admiral.

Admiral collected his car and it was moved between various storage facilities before being taken to Admiral’s approved repairer.

It was repaired and returned to Mr B. About two days after he got it back, he noticed an area of damage on the roof he says wasn’t there before the collision. There were some other problems with the quality of the repairs done, and he complained to Admiral.

Admiral had work done to re-repair the car, but it wouldn’t authorise to fix the dent on the roof as it said it thought it wasn’t accident related.

Before his car was returned to him, Mr B noticed that his car reported it’d been involved in another collision. Admiral’s repairer ultimately acknowledged it’d caused this and fixed the damage.

Mr B complained. Admiral upheld most of his complaint and said it would pay him £110 compensation. But it wouldn’t repair the dent. It paid for Mr B to have some of the repairs carried out by a main dealer.

As he remained unhappy, he brought his complaint to this service. He asks that Admiral fix the dent, but he doesn’t want Admiral’s approved repairer to carry out the work.

Our investigator looked into it and thought it would be upheld. She said she thought Admiral should repair the dent because she thought it was more likely than not that it was caused either during the collision or while the car was in Admiral’s care.

Admiral didn’t agree with the view. It said it thought the damage was unlikely to have been caused in the collision(s). It suggested it could have been caused by a golf ball when the car was back in Mr B’s care.

Mr B responded and asked for his distress and inconvenience to be taken into account. He says the claim and subsequent complaint has taken him about 40 hours to deal with in total.

Because Admiral didn’t agree, this complaint has been passed to me to make a final decision.

## **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'm upholding Mr B's complaint and I'll explain why.

I've only provided a brief summary of what happened in Mr B's claim in the description above.

At the centre of this complaint is that Mr B thinks damage has been caused to his car either in the collision or while it was in the care of Admiral's approved recovery contractors or repairers.

I've looked at the photos of the damage, which is on his car's roof. I'll mention that his car is an SUV-type, so the roof line is slightly higher. Admiral has provided this service with photos taken by its approved repairer before and after the repairs were completed. But because of the high nature of the roof, and the fact that the points of contact in the collisions were to the front and rear of his car, there's no photographic evidence to say if the damage was present on the car at any particular point.

Mr B has sent pictures of the dent. It does appear to be of the same sort of size as a golf ball. Admiral has mentioned that when his car was dropped off by its repairer at his house, the house is located next to a golf course. Which is why it's talked about the damage possibly being from that source.

I've looked at the location of Mr B's house and the proximity of the golf course and I agree it's possible that the damage could have been caused by a ball being driven from the course, although given the distance and direction from the apparent tee, the golfer must have hit the ball very badly to have achieved that result.

I've mentioned above that Mr B discovered the damage about two days after his car was returned to him. He's said that this was a very rainy weekend and he suspects the course itself was shut.

Admiral's engineer commented on the likelihood of the damage being caused in the collisions that took place and it said it found it very unlikely. I think I agree with that summary, due to the direction and amount of impact.

I've thought about this carefully. There's no evidence to show that his car was hit by a golf ball in the manner described by Admiral. But there's also no evidence to show that the damage wasn't already present when the car was returned to him.

I'll also mention Admiral has said it can repair the dent, but Mr B will have to make a second claim for the repairs.

I've also had to think about the amount of distress and inconvenience caused to Mr B by Admiral's poor handling of his claim. Admiral's approved repairer which worked on Mr B's car is acting as its agent, so Admiral is responsible for problems caused by its repairer.

It seems to me, given the poor quality of work carried out by the repairer during Mr B's claim, that it's more likely than not that the repairer or a recovery contractor caused the dent to Mr B's car's roof. So, it follows that I now think Admiral need to make the repairs to it.

Given the problems that Mr B has had with Admiral's repairer, I think his request that

Admiral's repairer doesn't carry out the work is fair and reasonable. So I think Mr B can reasonably choose the repairer and Admiral pays the reasonable cost of the repair.

If the repairer chosen by Mr B isn't on Admiral's approved list, then it can't apply a higher excess to him, and for the avoidance of doubt, I don't regard this repair as falling under Mr B's claim for the collisions, or as a new claim. It's Admiral's responsibility to pay for the repairs to the damage I reasonably think its repairer caused.

Mr B has also asked for his distress and inconvenience to be taken into account and he's talked about the amount of time and effort it's taken him to deal with Admiral's poor service. I sympathise with him as I can see from the file that its quality of service and repairs were poor.

My thoughts are that it's possible that the damage was caused after his car was returned to him by an errant golf ball, which would mean Mr B needs to make a new claim with an excess to pay. So, as I'm issuing this decision saying I think Admiral was responsible for the dent on the balance of probabilities, I'm also going to say that, on balance, I think Admiral's payment of £110 compensation is fair.

### **My final decision**

It's my final decision that I uphold this complaint. I direct Admiral Insurance (Gibraltar) Limited to pay repair or pay to repair the dent on Mr B's car's roof.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 18 November 2024.

Richard Sowden  
**Ombudsman**