

## **The complaint**

Mrs S has complained about the quality of the repair to the glass of the panoramic roof of her car by Admiral Insurance (Gibraltar) Limited.

References to Admiral include all its agents or partners.

## **What happened**

Mrs S insured her car under a motor policy with Admiral. It provided cover for windscreen/glass replacement should the same be damaged. Mrs S found a crack in the glass of the panoramic roof of her car. She made a claim to Admiral, and it instructed its agents (a separate company) to repair the glass in the roof of the car.

There were issues in setting up the appointment for the repair to be done, some appointments were changed by Mrs S. But when Mrs S attended at one meeting, she was told the operatives were in another meeting. In recognition of this Admiral paid her £50 compensation.

The repair to the roof of Mrs S's car was completed on 21 September 2023. The following day Mrs S raised concerns about the quality of the repair. She said there had been some residue left around the roof itself possibly by some sort of tape which had left marks on the roof of the car.

Admiral said it assessed the car twice but concluded that the damage wasn't caused by it or its agents. Mrs S disagreed and complained. As Admiral wouldn't change its stance, she brought her complaint to us. The investigator was of the view that it should be upheld, and that Admiral should arrange to complete a professional cleaning and/or repairs to her car to ensure any markings were removed. Mrs S agreed but Admiral did not. As a consequence, Mrs S' complaint has been 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.

Having done so, I'm upholding this complaint. I'll now explain why.

The investigator asked Admiral for evidence of the repair process and the materials used during the process. He also asked Admiral to evidence that the alleged damage on the roof of the car was highlighted by the operative at the time of the repair, (which Mrs S disputes happened), but no evidence was produced.

Mrs S produced several photographs of the roof of her car. These photographs clearly show residue marks on the glass roof which Admiral would have needed to access to complete the repair. She thought given the type of marks she saw on her car, there could have been some

sort of protective film used on the glass. There is no evidence of this, and Admiral maintains there was no such requirement of any type of protective film.

No evidence has been produced about the repair process or the materials used. And no repair sheet or photographs throughout the repair process were available. Further no evidence to include photographs have been produced about whether (as alleged) Admiral told Mrs S that there was already damage to the area prior to its repair. Given this, I would have thought that this would have been appropriate in any situation where there might be some damage unrelated to the repair but in the same area that the repair was taking place.

Without this sort of evidence, it's unfair to decide that the damage was not caused during the repair process, as Admiral states. It's just as possible that the damage was caused during the repair process. And on the basis that Admiral is the repairer, and it didn't keep any of the above as evidence of any issues with the repair, I consider it is more reasonable to conclude that it is more likely than not the damage did occur in the repairs process.

Therefore, I consider that Admiral should now seek to repair the damage to Mrs S' panoramic roof, by professional cleaning or repairs to the roof to ensure that all markings are removed.

### **My final decision**

So, for these reasons it's my final decision that I uphold this complaint.

Admiral Insurance (Gibraltar) Limited should do the following:

- Professionally clean and/or repair the panoramic roof of Mrs S' car to ensure all markings are fully removed.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 14 November 2024.

Rona Doyle  
**Ombudsman**