

The complaint

Ms L complained about how Admiral Insurance (Gibraltar) Limited handled her repair claim under her motor insurance policy.

What happened

Ms L's car was damaged in an incident and Admiral's approved repairers (Admiral's garage) repaired it. But when Ms L got her car back, she discovered that her car's electric wing mirrors weren't working.

She said they were working before the incident so Admiral's repair must have caused the problem. She was unhappy that Admiral's garage had disconnected her mirrors without her permission. She wanted them to repair the wing mirrors and compensate her for the inconvenience she'd experienced. But Admiral wouldn't agree to repair the mirrors as they said it wasn't accident related.

The investigator recommended that Ms L's complaint should be upheld, and that Admiral should repair the wing mirrors and compensate her £200 for her inconvenience. Admiral didn't agree and so I've been asked to decide.

Admiral did offer Ms L £25 compensation for their accepted delay in dealing with her complaint but that's not part of our remit, so I don't consider that here.

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.

We don't assess whether or how damage to a car would be caused as this is a matter for the experts in these situations, the insurance companies, and engineers. Our role in these complaints is to determine whether an insurer has considered all the available evidence and whether it can justify its decision to not pay for additional repairs. We look at all the available evidence - including anything provided by the consumer, the insurer, and the repairer.

When Admiral's garage returned her car after repairing it, she said that her electronic wing mirrors didn't work. Ms L said they'd been working before, and I've been shown no reason to disbelieve this.

Admiral said that their engineer had said that it wasn't incident related. But Ms L hadn't claimed that it was incident related. She thought I was a problem with Admiral's repair. Admiral's garage admitted that they had removed and reconnected her car's wing mirrors. But they said if the mirrors didn't work now it was because of previous poor repairs to the car.

Ms L said that Admiral's garage didn't have the right to remove and reconnect the wing mirrors without her consent while fixing her car. However clearly a garage has to be able to

access a car to check what's wrong and to repair it. And I don't think talking about "rights" here is the correct focus. What I have to consider is whether it's more likely that the problem with the wing mirrors was caused by a previous poor repair or by Admiral's admitted actions in removing and reconnecting them.

Admiral said that their in-house engineer's view, photographs and pre-scan report of the problems with Ms L's car, showed that the issue with the wing mirrors was pre-existing and not as a result of their garage's actions. Admiral said the photos show that the offside sill and door had a lot of poor previous repairs, and that the inner door frame had been cut apart and then welded together again.

Admiral also said that the pre-scan report identified a fault in the driver's side impact pressure sensor in the door. I've seen that pre scan report and it only highlights an issue with the airbag where it says "*Front driver pressure side impact sensor (P-SIS) circuit short to battery*".

Admiral said that this demonstrates that there was pre-existing damage within the offside door where the wiring for the wing mirrors was.

But I've looked at the items of evidence altogether, and I'm not persuaded that they do show what Admiral claim. The pre-scan report doesn't mention wing mirrors. And even if there were previous repairs to her car, and the repairs were poor, Admiral still haven't shown that it was previous poor repairs which caused the electronic wing mirrors not to work, rather than Admiral's garage disconnecting and reconnecting them.

And so Admiral haven't persuaded me that their garage didn't cause the damage to her car's electronic mirrors. This means that Admiral should pay for their repair.

Ms L said that she spent a lot of time going back and forth with Admiral about the matter and I can see that would have been frustrating for her. I also think that her car mirrors not working would have been inconvenient for her. And so I think that compensation of £200 is appropriate.

My final decision

For the reasons given above, my final decision is that I uphold the complaint.

I require Admiral Insurance (Gibraltar) Limited to do the following:

- Repair Ms L's electronic car wing mirrors and provide her a courtesy car during the repairs.
- Pay Ms L £200 for the distress and inconvenience caused to her by Admiral's actions.

Admiral must pay the compensation within 28 days of the date on which we tell them Ms L accepts my final decision. If they pay later than this they must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms L to accept or reject my decision before 10 February 2025.



Rosslyn Scott
Ombudsman