

The complaint

Mr A complains about that Admiral Insurance (Gibraltar) Limited's approved repairer damaged his car after he made a claim on his motor insurance.

What happened

Mr A had an Admiral motor insurance policy. His car was damaged in an accident and repaired by Admiral's approved repairer in March 2024. Mr A collected his car on or around 7 March 2024.

Mr A told us:

- Admiral's approved repairer damaged his car while it fixed the accident damage.
- His photos show scratches on the rear right bumper and above the rear right wheel arch.
- His April 2024 repair quote for this damage was £573.83 plus VAT.
- Admiral closed his complaint without resolving it or telling Mr A it had closed it.
- He wanted to sell the car; Admiral's failure to respond to his complaint delayed this.
- He sold the car for £9,500. This is less than he might have got without the damage.
- He wants Admiral to pay him the cost of repairs, as in the April quote.

Admiral said, in summary:

- Mr A inspected the car with its engineer before he drove away from the repairer.
- He reported the new damage three weeks after he collected it.
- The repairer was unable to contact Mr A, so it closed the original complaint.
- It passed Mr A's photos, its repairer's photos, and the repair check sheet to an independent assessor.
- Mr A sold the car so the assessor was unable to inspect it.
- It offered Mr A £100 to apologise for delays handling his complaint.

Our investigator didn't recommend that the complaint should be upheld. She agreed that Admiral handled the claim poorly and thought its £100 offer to apologise for this was fair. However, she thought Admiral's assessor should have been allowed to inspect the car and validate the damage before Mr A sold it. She didn't think Admiral needed to pay anything more.

Mr A didn't accept this, so the complaint was 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.

Having done so, I find:

- The repairer's vehicle condition report doesn't appear to show scratches where Mr A found them.
- Admiral's records show Mr A first contacted it about the scratches on his car on 22 March. It told us he'd collected the car on 7 March.
- Assuming Admiral is correct about the collection date, Mr A had his car for just over two weeks before he reported the new damage.
- Admiral's repairer said Mr A inspected the car before he collected it. I haven't seen evidence of this, for example a signed form confirming the car was in good condition.
- The photo taken by the repairer doesn't show any scratches on the rear bumper. It's impossible to tell from the photo whether there are scratches on the wheel arch.
- Admiral hasn't provided evidence of its repairer's attempts to contact Mr A but I recognise this would be difficult if its calls weren't answered.

On balance, I think the evidence about the scratches on Mr A's car is inconclusive. The vehicle condition report supports Mr A. The repairer's photo and time it took to report the damage suggest the car was in good condition when Mr A collected it.

Mr A wanted to sell his car. I understand why he says he couldn't wait for Admiral indefinitely. He reported the new damage on 22 March and sold the car at some point between 30 May and 3 July. So I think Admiral had more than enough time to arrange an independent inspection.

However, there's no evidence Mr A has incurred any financial loss. He didn't have the car repaired before he sold it, so he didn't pay the repair costs in the April 2024 quote. And he hasn't provided any evidence that the sales price was affected by the condition of the rear bumper/wheel arch or that he would have got more for it if it was in perfect condition.

I agree that Admiral's handling of this was poor. It left its repairer to deal with Mr A's complaint about the damage to his car and failed to check this had been resolved before closing it. It offered Mr A £100 to apologise for this. However, I don't think it should pay for repairs that weren't done. It follows that I don't uphold the complaint.

My final decision

My final decision is that I don't uphold this complaint because I think Admiral Insurance (Gibraltar) Limited's offer is fair.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 15 January 2025.

Simon Begley
Ombudsman