

The complaint

Mr R complains that Admiral Insurance (Gibraltar) Limited caused further damage to his car when it repaired it following a claim made on his motor insurance policy. He wants a post-repair inspection and compensation for his trouble and upset.

What happened

Mr R's car was damaged in an accident, and his recovery agent took it to a repair centre. This wasn't Admiral's approved repairer, but Mr R gave permission for it to repair his car. An estimate was made and Admiral approved this. Three months later, Mr R's car hadn't been repaired, and it was found that the repairer had gone out of business.

Admiral took the car to another repairer and repairs were completed. But Mr R said the car had mould inside due to the car being stored incorrectly or negligently in the first garage. Admiral appointed an independent assessor to examine the car. He didn't find any signs of water ingress. But he said this fault was common with this make and model of car. And so Admiral said it wasn't responsible for this damage. Mr R was unhappy with this, with the delay in repairs, and the lack of a courtesy car for some time.

Our Investigator didn't recommend that the complaint should be upheld. He thought Admiral wasn't responsible for the repairer's actions as it hadn't approved it. He thought it had reasonably investigated the mould issues and relied on the expert's report to say it wasn't responsible for this. He thought Mr R wasn't entitled to a courtesy car as he wasn't using an approved repairer and Admiral had explained this to him.

Mr R replied asking for an Ombudsman's review, so the complaint has come to me for a final decision. He thought Admiral was responsible for the repairer's actions. He thought the mould was due to prolonged storage, not a fault with the model of car. He also thought Admiral had caused delays in providing a courtesy car. He wanted Admiral to carry out a full inspection of the car and make good any faults, and to pay him compensation for the trouble and upset caused.

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 can understand that Mr R wants his car to be fully repaired and that he's disappointed and frustrated that Admiral won't take responsibility for this. It's now a year since his accident and I can understand his concerns about the presence of mould in the car.

Mr R has told us that he has made several complaints to Admiral. Mr R said Admiral had compensated him for delays in his claim, for delays in providing a courtesy car, and for a speeding fine incurred whilst his car was in its charge. But I can only consider here the complaints that Admiral responded to in its final response letter dated 17 April 2025 and that Mr R remains unhappy with. These concerned the further damage caused to Mr R's car.

Our approach in cases like this is to consider whether the insurer's acted in line with the terms and conditions of the policy and fairly and reasonably. And so I've looked at Mr R's claim journey to understand what happened.

Our Investigator thought that Admiral wasn't responsible for the repairs made to Mr R's car as he wasn't using its approved repairer. But I disagree, although this doesn't change the outcome for Mr R. The car was recovered by Mr R's recovery service to a non-approved repairer. But looking at Admiral's file, Mr R stated at the start of the claim that he wanted his car repaired by Admiral as liability was in doubt.

To avoid further delays in the claim, Admiral checked that it could instruct this repairer and made arrangements for courtesy car provision. It then checked with Mr R that he was happy to proceed with this repairer. I can't see that it explained to Mr R that this would be any different to using an approved repairer. And Admiral describes the repairer as an approved repairer in its file.

So I think it's reasonable to expect Admiral to provide Mr R with the same level of service as if he was using an approved repairer. And I think it's responsible for the quality of the repairs carried out following its instructions.

Mr R was unhappy with delays in providing him with a courtesy car. But, as I've said above, I haven't seen Admiral's response to this complaint and so I can't consider that here. But I note that under his policy's terms and conditions, a courtesy car is provided after repairs are approved. This is explained on page 11 of the policy booklet:

"Our approved repairers, or another company instructed by Admiral will:

- *arrange collection and re-delivery of your vehicle*
- *as an additional benefit of your policy, give you a courtesy car while your vehicle is being repaired."*

And further, *"A courtesy car will not be provided until the repairs have been authorised."*

I can see that there was an initial delay in the claim as Admiral couldn't locate the car after it had been taken to storage. But this was done by Mr R's recovery agent, and so I can't reasonably hold Admiral responsible for this.

Admiral then located the car and instructed the garage to carry out an assessment. This was approved a week later, and a courtesy car was provided the same day.

Over the next months, Admiral kept in contact with the garage to chase progress. There were delays due to the holiday period and parts being on back order. Mr R was unhappy with the size of the courtesy car provided in keeping with his policy (a small hatchback). But he was kept mobile.

The repairing garage then ceased working. And Admiral had the car transferred to a new repairer which completed the repairs whilst Mr R was provided with another courtesy car. I can't see from the evidence available whether this was delayed or not. I think Admiral kept Mr R reasonably updated during this period.

But when the car arrived at the new repairers, mould, mildew and condensation were noted in the car's interior, and this was cleaned. I can't see that this was noted when the car was first assessed and so I think it's reasonable to conclude that this developed during the time the car was with the first repairer. Mr R thought this was due to a window being left open and/or the car being left standing at the previous repairers for three months.

We're not engineers. We don't assess how or whether an accident has occurred. Our role is to consider whether an insurer has reasonably considered the evidence available and justified its decision about repairs.

When there's a dispute about damage or repairs, we think it's good practice to appoint an independent engineer to carry out an assessment. And I can see that this is what Admiral did. The assessor found no signs of water ingress, such as through an open window. But he said that leaks around the sunroof of the car was a known fault with this model. And he said this damage was unrelated to the claim.

Mr R provided a letter from a dealer saying his car hadn't been recalled due to this. The letter didn't state, as Mr R has said, that there were no water ingress faults with this model. Mr R hasn't provided any expert engineering evidence to counter the independent engineer's assessment.

Admiral's in-house engineers reviewed this evidence. And I think it was reasonable for Admiral to rely on it and so it has justified its decision that it wasn't responsible for this damage. And as Admiral has already paid for Mr R's car to be inspected, I don't think it's reasonable to ask it to pay for this to be done again, though it should consider any further expert evidence Mr R provides. And I don't think Admiral needs to compensate Mr R for this.

My final decision

For the reasons given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 27 October 2025.

Phillip Berechree
Ombudsman