

The complaint

Mr and Mrs A have complained that their motor insurer, Admiral Insurance (Gibraltar) Limited ('Admiral'), didn't reimburse them for damage caused to their vehicle by one of its approved repairers.

All references to Admiral include its agents.

What happened

In April 2025, Mr and Mrs A's car was damaged in an accident and needed repairs to the front door. They made a claim on their policy with Admiral who arranged for one of its approved repairers to carry out the work.

While the car was in for repairs, Mr and Mrs A were contacted by the repairers about an intermittent fault with the door handle for one of the rear doors. Mr and Mrs A said this isn't something they were already aware of and seemed to be a new fault.

When the car was returned to Mr and Mrs A, they said the issue with the door was no longer intermittent but happening constantly. Though they were able to open the door using the key fob and inner door handle, the outer handle was not working.

Admiral said that the handle was removed by the repairers during the blending process but it didn't consider that this caused the damage. It said the damage was mechanical and not related to the issue reported. It later said the issue was due to wear and tear which isn't covered under the policy.

Mr and Mrs A weren't happy with Admiral's response. They asked for an engineer to review the matter again but Admiral didn't agree. It responded to their complaint but didn't uphold it. Admiral said the repairer only removed the door handle, whereas the problem reported by Mr and Mrs A was with the door latch which is a separate component and found inside the door. It said the issue is unrelated to the repairs and so it wasn't able to authorise further repairs.

Unhappy with Admiral's response, Mr and Mrs A brought their complaint to our service. They said that Admiral had provided contradictory reasons for the issue with the door. They said they were quoted over £500 for the issue to be repaired and would like Admiral to reimburse them for the cost. While the complaint was with us Mr and Mrs A also said their own garage told them there were no issues with the latch or the electrics. They were told the issue was with the handle and how it communicates with the door motor.

One of our investigators reviewed the complaint and thought it should be upheld and that the damage, most likely, happened during the repairs. Our investigator thought Admiral should pay Mr and Mrs A for the cost of the repairs plus interest. He also recommended Admiral pay £200 for the distress and inconvenience caused, noting that Mr and Mrs A had to rely on a courtesy car for around six weeks which was too small for their family's needs.

Mr and Mrs A accepted our investigator's view but Admiral didn't. It said it referred the matter back to the approved repairer who said that the handle was removed with the grub screw and nothing internal was stripped or interfered with including the latch. The repairer added that it looked like wear and tear and the latch issue was unrelated to the claim.

Our investigator didn't change his view. He said it was more likely than not that the removal of the handle during the repairs caused the fault bearing in mind the fault appeared while the repairs were underway and not before.

Admiral didn't agree and said the approved repairer followed industry recognised methods for removing the handle. Admiral maintained the issue was down to wear and tear. The matter was then 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.

The crux of the complaint is whether the damage to the door handle was caused by the repairers and, therefore, whether Admiral is responsible and should reimburse Mr and Mrs A for the cost.

As the repairers were appointed by Admiral they were acting as its agents and I, therefore, think that Admiral is responsible for their actions.

The damage to the door handle

Mr and Mrs A said there was no issue with the door prior to the car going in for repairs. The first time they became aware of it was when they were contacted by the repairers.

The repairers initially said it was an electronics issue and appeared to relate to the wiring loom which is a wear and tear issue. The matter was reviewed by an engineer who commented that only the handle was removed and not the door or locking mechanism and supported that this was a wear and tear issue.

After the car was returned to Mr and Mrs A, the matter was reviewed again by an engineer who said that the issue was with the door latch which is separate to the handle. The engineer said this is a common issue with many vehicles and advised it was an unrelated mechanical failure.

After the matter was referred to our service, Admiral referred the matter back to its engineers and to the repairers who insisted the issue was wear and tear and not caused during the removal of the door handle by the repairers.

Mr and Mrs A have since had the issue repaired and have provided a copy of their invoice

which came to £564 though they explained this also includes an item they are not claiming for. The invoice also includes the repairing engineer's comments which were that the issue was with the inner part of the door handle which attaches onto a micro-switch. The engineer added that this snapped off the handle support, causing the electric door not to work.

As can be seen above, there is conflicting expert evidence as to the cause of the damage. Admiral is relying on its own experts who say the damage was not caused during the repairs when the door handle was removed, and that the issue was with the door latch. Mr and Mrs A's engineer who actually carried out the repairs said there was an inner part of the handle which snapped.

This is a finely balanced case, but having weighed the evidence, I find Mr and Mrs A's engineer's account more persuasive. This engineer carried out the actual repair and had first-hand knowledge of the fault and what was required to fix it. Their report clearly attributes the problem to the inner part of the door handle, not the latch. On balance, if the latch had been faulty, it would reasonably have been repaired at the same time. Furthermore, Mr and Mrs A said the door could still be opened using the internal handle and the key fob. I find it unlikely that a latch fault would affect only the external handle and not the internal one. Given that the door functioned properly after the handle repair, and considering the timing of the fault appearing during the repair process, I think it is more likely than not that the damage occurred when the handle was removed by Admiral's approved repairer.

I also agree with our investigator that timing is significant. There were no reported issues with the door before the repairs, and the handle was admittedly removed during those repairs. Taken together, this makes it more likely than not that the fault was caused by Admiral's approved repairer. It follows that Admiral should compensate Mr and Mrs A for the cost of repairing this.

Distress and inconvenience

I also agree with our investigator that Mr and Mrs A were caused a certain degree of distress and inconvenience as a result of what happened. Not least because they had to arrange and pay for the repairs to be carried out themselves which meant additional time without their car. And this was in addition to the six weeks the car was being repaired by Admiral. During this time, they were provided with a courtesy car that met the policy terms but was significantly smaller than their family required. I think Admiral should pay them £200 compensation for the overall distress and inconvenience they experienced.

My final decision

For the reasons above I have decided to uphold this complaint. Admiral Insurance (Gibraltar) Limited must reimburse Mr and Mrs A for the overall cost the repairs to the door mechanism including labour and VAT. It must also pay them 8% simple interest per year on the amount it pays from the date they paid this to the date it pays them. It must also pay them £200 compensation for the distress and inconvenience it caused them.

Admiral Insurance (Gibraltar) Limited must pay the compensation within 28 days of the date on which we tell it Mr and Mrs A accept my final decision. If it pays later than this it must also

pay interest on it from the deadline date for settlement to the date of payment at 8% a year simple.

If Admiral Insurance (Gibraltar) Limited considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr and Mrs A how much it's taken off. It should also give Mr and Mrs A a tax deduction certificate if they ask for one so they can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs A to accept or reject my decision before 20 January 2026.

Anastasia Serdari
Ombudsman