

## The complaint

Miss P says that after she made a claim on her motor insurance policy, Sabre Insurance Company Limited returned her written off car to her with further damage on it.

## What happened

Miss P's car was damaged in an accident in April 2025. Sabre decided to write it off and offered Miss P £2,180 for it. She said she wanted to retain the car, so Sabre made a deduction of £523.20 for its salvage value.

Miss P told us that when the car was returned to her, it had new damage to the driver's door and the wing mirror, that the convertible roof wasn't working properly, that there was a burning smell coming from the engine and that the mileage on the odometer wasn't as it should be. Later, she said that the decorative stripes on the car's bonnet had been interfered with and that parts in the engine were loose, so it may have been dismantled.

Sabre had asked an independent engineer from 'firm N' to inspect the car on 5 September 2025. He agreed there was new damage to the door and said Sabre should pay Miss P £700 to repair it. He said the damage to the wing mirror was old and had been badly repaired previously, and that the stripes on the bonnet had deteriorated with age. He said the burning smell was from a longstanding oil leak in the engine. He didn't check the roof, as Miss P had said it may not close if it was opened. And she was due to take the car to a dealership garage (garage S) shortly for a health check. So he proposed that Sabre should consider the findings from garage S about the root cause of the roof issue.

In response to Miss P's complaint, Sabre said it accepted the engineer's assessment. It said the car had been in storage since April 2025 and that the engine hadn't been dismantled. It acknowledged that Miss P had provided a video of loose engine parts, but it said the independent engineer saw no evidence of tool marks in the engine, which would have been present had parts been taken out. Sabre said the odometer showed a difference in mileage of 15 miles. It said that could be accounted for by the car being moved around, and that in any event, it wouldn't have affect the car's market value. Miss P didn't think the engineer was independent. She said images of the car taken by Sabre's agent initially didn't show the new damage, but later images did, so it wasn't pre-existing as the engineer had said.

One of our Investigators reviewed Miss P's complaint. He thought Sabre had acted reasonably in relying on the independent engineer's view, except for the wing mirror, which he thought should be repaired (based on the images). And he said further investigation should be done on the car's roof. He said Sabre should pay for an independent engineer's inspection, or for garage S to inspect it, as that wasn't done as part of the health check arranged by Miss P previously. And as she had recently queried a piece of plastic fitted around a headlamp, he said that should be reviewed too. He thought the increase in the car's mileage was high for just moving it around, but he thought it had minimal impact. Finally, the Investigator said Sabre should pay Miss P £150 for distress and inconvenience.

Sabre accepted the Investigator's view. But Miss P said she didn't want the car's roof inspected by an independent engineer. She also said firm S had told her the frame for the roof had been discontinued (and would previously have cost £5,000). The Investigator said the *cause* of the damage to the roof had yet to be established, so an inspection was needed. Miss P said she'd been messed about enough and that Sabre and the engineer couldn't be trusted. The Investigator then told Miss P that Sabre had agreed to pay for garage S to inspect the roof, to determine the cause of the problem, but she still didn't agree to it.

Subsequently, Sabre told us that if Miss P didn't want the roof to be inspected, it wouldn't be possible to resolve that issue. It said it would pay for the other repairs as agreed. But as an alternative to that, it said it would pay her the £523.20 it had deducted for the salvage from the pre-accident market value settlement sum for the car. It said if Miss P chose that option, she would then have been paid in full for it, and Sabre could dispose of it on her behalf.

### **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.

Initially a firm of independent assessors ('firm E') inspected Miss P's car before Sabre decided to write it off. At that point (May 2025) firm E's reports said the car was in poor condition for its age, that there was light collision damage to the right-hand front of the car only, and that there was pre-existing damage, plus evidence of poor repairs, to many areas of the car. The driver's door was one area of pre-existing damage it noted at that time.

I think Sabre acted reasonably by sending an engineer from a different independent firm of engineers (firm N) to inspect the car at Miss P's home when she said further damage had been done to the car whilst it was with Sabre's agents. We usually give great weight to the views of independent engineers. Their duty is to the court, should a consumer decide to take legal action about the outcome of a claim in which they've provided an expert opinion. It makes no difference to an independent engineer whether the facts show that an insurer is liable for repairs or not. So I think Miss P is mistaken in her view of such engineers.

Having seen firm N's report I think it was reasonable for Sabre to rely on it and to agree to pay £700 for the repair of the door. Sabre has also accepted that it should pay for the damage to the wing mirror, and it has provided an invoice for the repair at £247. So the total sum Sabre is offering for repairs is substantial, at almost £950.

The main issue remaining is that it hasn't been shown how the damage to the roof occurred. In order to require Sabre to take responsibility for it, we'd need evidence that it's more likely than not that the roof was in good working order before it went into Sabre's care and control and was damaged afterwards. That hasn't been shown, as Miss P hasn't agree to an inspection, either by an independent engineer or by garage S. And there's another problem with resolving this issue fairly, as it seems the roof can't be repaired anyway.

In this situation the options are limited. Miss P still thinks Sabre should have paid her more for the car. But she accepted its offer, so the valuation dispute was resolved some time ago. Miss P can now accept the proposed resolution of this complaint, as Sabre has done. In that case, Sabre will pay her for the repair of the driver's door and the wing mirror, plus £150 compensation for distress and inconvenience. I think that would be a fair and reasonable way to resolve this complaint.

It's still open to Miss P to request an inspection of the roof, which Sabre has agreed to pay for. If she does, even if it's possible to show that Sabre is responsible for the damage to it,

the roof still can't be repaired. But Sabre may want to pay her a sum in respect of any *proven* fault on its agents' part. Should that situation arise, if Miss P were to be unhappy with Sabre's proposed resolution, she'd have to complain to it, and then to us if necessary.

Alternatively, rather than continue to drive the car, with the door and the wing mirror repaired, but a faulty roof, Miss P may wish to have it disposed of and to be paid the £523.20 salvage value deducted by Sabre for the salvage. I think that's also a reasonable way to resolve this complaint.

In my opinion, Sabre has acted fairly and reasonably by agreeing to our proposed resolution of this complaint. I think it was more than reasonable for it to make an alternative offer as well. I don't think it would be fair and reasonable to require Sabre to provide further compensation for distress and inconvenience or to require it to make any other financial payment to Miss P based on the details I've seen.

### **My final decision**

My final decision is that I uphold this complaint. I require Sabre Insurance Company Limited to do one of the following, depending on Miss P's preference:

- Pay Miss P a further £523.20, dispose of her car and pay her £150 compensation for distress and inconvenience
- *Alternatively*, pay Miss P £700 to repair the car's door, £247 to repair the wing mirror, and £150 compensation for distress and inconvenience. Should she now request an inspection of the car's roof, it should pay for it at firm S, and depending on the outcome, discuss any further resolution with Miss P in due course

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss P to accept or reject my decision before 27 March 2026.

Susan Ewins  
**Ombudsman**