

## **The complaint**

Mr A complains that his car insurer, Admiral Insurance (Gibraltar) Limited (Admiral), damaged his car during the course of undertaking insured repairs. Reference to Admiral includes its agents.

## **What happened**

In March 2024, Mr A's car was damaged in an accident, so he made a claim on his insurance policy. Admiral accepted the claim and repairs were arranged. Mr A later complained to Admiral about the repairs. In particular, he complained about a paint defect on the driver's side front door which he said occurred whilst his car was with Admiral's approved repairer.

In its response to the complaint, Admiral said it didn't believe the defect had been caused by its repairer and that it hadn't been pointed out by Mr A in any of the inspections it'd carried out. Admiral said it wouldn't carry out any further repairs on Mr A's car. As Mr A remained dissatisfied, he referred his complaint to our Service for an independent review.

Our Investigator looked into the complaint but she didn't recommend that it be upheld. Mr A disagreed. He said Admiral had failed to handle his complaint in line with the relevant regulations. Mr A said he'd raised the paint defect issue verbally during an inspection carried out on 8 May 2025. And that he didn't sign the satisfaction note upon delivery of his car on 15 May 2025 as the defect hadn't been rectified. Mr A also said he's provided clear photographic evidence of the defect so he maintained that Admiral was responsible for repairing it.

As the complaint couldn't be resolved, it has been passed to me for 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.

I'm aware I've set out the background to this complaint in less detail than the parties have presented it. I'm not going to respond to every single point raised. Instead, I've focused on what I find are the key issues here. I assure both parties, however, that I've read and considered everything they've provided.

I'm also aware that Mr A has raised a number of complaints about Admiral, so I want to make clear that under this complaint I'm considering the issues Admiral addressed in its final response dated 1 August 2025, namely the paint defect on the driver's side front door.

Firstly, I wish to reassure Mr A that when making a decision on a complaint I do so by reference to what, in my opinion, is fair and reasonable in all of the circumstances of the case. In considering what is fair and reasonable in the circumstances, I take into account relevant laws and regulations; regulators' rules, guidance and standards; codes of practice and (where appropriate) what I consider to be good industry practice at the time.

The relevant rules and industry guidelines say Admiral has a responsibility to handle claims promptly and fairly. So, I've considered the relevant rules, the policy terms and the available evidence, to decide whether I think Admiral treated Mr A fairly.

I've looked very carefully at all the evidence submitted by both sides. Mr A has said he identified the paint defect during the inspection of 8 May 2025. He says he raised it verbally with the repairer's site manager but it wasn't rectified before his car was returned on 15 May 2025. However, Admiral has said Mr A didn't raise this issue until his email of 20 July 2025. In situations like this, where evidence is incomplete or contradictory, I'll need to make my decision on the balance of probabilities. That is, what do I consider is more likely than not, based on the available evidence.

I can see that Admiral arranged for an independent assessor (IA) to review the quality of the repairs. I've read the report the IA provided in May 2025 and I can see that it lists four concerns raised by Mr A but none of these concerns relate to the paint defect in question. The IA has also listed his own observations and none of these make reference to it. The report also includes images of the car which don't show the defect in question.

I think based on this report, it was fair and reasonable for Admiral not to consider it necessary to authorise further rectification work. I don't think it's unreasonable for Admiral to rely on the opinion of the IA when making such decisions. So, I think Admiral's actions were fair and reasonable here.

I know Mr A feels strongly about this matter but I don't think it'd be reasonable for me to place a greater weight on his testimony than I should on the IA's report from the day of the inspection. I think it's more likely than not that the defect in question would've been mentioned in the report if it had been present at the time of the inspection. Mr A has said that the repairer's failure to document this shouldn't be held against him. But even if the repairer failed to document this, I think the IA would've picked it up during his own inspection but this didn't happen. I've also considered the photographic evidence Mr A provided to Admiral in July 2025 which shows the paint defect but I don't think this is evidence that it was present at the time of the inspection.

Mr A has said he didn't sign the satisfaction note upon delivery of his car on 15 May 2025 as the defect hadn't been rectified. But I don't think that's enough evidence the defect was caused by Admiral's repairer. I can see from Admiral's claim notes that Mr A had previously refused to collect his car due to not being satisfied with the repairs. So, I think it's most likely Mr A would've refused the delivery of his car on 15 May 2025, just like he'd done previously if he remained unhappy with the repairs. It's also reasonable to think Mr A would've reported the damage as soon as his car was returned to him but this didn't happen until about two months later.

So, on balance, taking everything into account, I'm not persuaded that the paint defect in question was caused by Admiral's repairer. So, I think Admiral's decision to not repair it was fair and reasonable in the circumstances.

### **My final decision**

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 A to accept or reject my decision before 16 February 2026.

Linda Tare

**Ombudsman**