

## **The complaint**

Mrs A complains that Admiral Insurance Company Limited (“Admiral”) refused to reimburse her after its approved repairer fitted faulty brakes to her car following a theft, which she had to have replaced.

## **What happened**

In November 2020 Mrs A’s car was stolen. It was recovered the next day, but the brakes were damaged – possibly because of the high speeds at which it was driven during the police chase. Mrs A contacted Admiral to make a claim and the car was taken to a garage. All four brake discs and pads, as well as other the damage from the theft, were fixed under Mrs A’s insurance policy.

In February 2021 Mrs A noticed that the steering wheel of the car was vibrating, especially when braking. Mrs A took the car to the garage that initially did the repairs and it she was told that the vibration was being caused by the brakes, and not the steering wheel itself. Mrs A says she contacted Admiral and she was told to have the issue resolved and submit the invoice to Admiral for reimbursement.

Mrs A had the brakes fixed at a cost of just over £400 and submitted the invoice and payment receipt to Admiral for reimbursement. The garage noted that the discs were probably faulty from the time of fitting in December 2020 and were possibly warped.

Mrs A’s claim was declined due to general wear and tear of the brakes.

Mrs A made a complaint to Admiral about this. In its response Admiral said that following the initial incident in November 2020 it was noted that Mrs A’s brakes were almost ready to be changed anyway – so it should have asked her for a contribution towards the repair which saw new brake discs and pads fitted. It also said that the new brakes that were fitted at this time were new and genuine manufacturer’s parts, so it’s not possible they could’ve been faulty or warped at the time of being fitted. Admiral concluded that the failure of the new brakes was likely due to excessive heat generation as a result of normal driving.

As she was unhappy with Admiral’s response, Mrs A referred her complaint to this service for an independent review.

Our investigator looked into the complaint and thought that it should be upheld. He thought that on the balance of probabilities the brakes that were installed in December 2020 were either not fitted correctly, or faulty when they were installed. He said this because Mrs A had only driven around 1,000 miles before the issue arose.

Admiral didn’t agree with the investigator’s opinion, so the complaint has been passed to me to make a decision and bring matters to a close.

I’ve noted that Mrs A has raised several other complaint points with Admiral, both during and

after the claim. But these appear to have been resolved as the only part that has been referred to this service relates to the issue with the brakes. So I won't be commenting on any of the other issues.

### **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'm upholding the complaint, broadly for the same reasons as the investigator. I'll explain why.

In its response to the investigator's opinion Admiral provided some comments by its in-house engineer. The engineer noted that they weren't aware of how Mrs A had been driving the car since the brakes were changed, nor the road conditions that Mrs A had been driving on. So they maintained that it was "entirely possible" that the issue that arose in February 2021 was a new issue, unrelated to the work that was completed in December 2020.

Even if I were to accept that there's a very slim possibility that the issues with the new brakes had been caused by wear and tear, I think it's clear that this is very unlikely. As our investigator explained – and as Admiral agreed – a non-faulty and correctly fitted set of brakes would be expected to last around 50,000 miles before needing to be replaced. The evidence I've seen shows that this issue arose less than two months after the brakes were fitted, during which time Mrs A had driven just over 1,000 miles. I think it's reasonable to say that it's very unlikely that Mrs A's style of driving, and indeed the road conditions, would've caused the new brakes to deteriorate so quickly. So I'm not persuaded that wear and tear, or the road conditions are to blame here.

I've also considered Admiral's initial assertion that the new brakes were genuine manufacturer parts, so there's no chance that they could've been faulty. I don't agree here. Despite best intentions, and no matter who manufactures a product, it's common knowledge that mistakes do happen and faulty products always exist. And I think it's entirely reasonable to say that's most likely what happened here – as this is a much more plausible explanation than that provided by Admiral's in-house engineer.

I should note that Admiral has correctly noted that Mrs A was in fact asked to provide a written report to it from the garage before instructing the garage to complete the repairs, as opposed to having the repairs completed and then submitting the invoice. I accept that Mrs A didn't follow the correct process here. But considering the scenario as a whole, that doesn't affect my decision about the crux of the complaint in question. Even if Mrs A had followed the process and submitted the report, I'd still believe the fault in question stems from the initial fitting of the brakes, or the brakes themselves. So it doesn't make me think that Admiral has acted reasonably by declining to reimburse Mrs A for the brakes she had fitted in February 2021.

For the reasons I've explained I uphold this complaint and Admiral needs to put things right.

### **Putting things right**

I require Admiral Insurance Company Limited to pay Mrs A £400.28, which is reimbursement for having her brakes replaced in February 2021.

Admiral must also pay Mrs A 8% simple interest on this amount, from the date she paid it to the garage until the date Mrs A receives payment.

**My final decision**

I uphold Mrs A's complaint against Admiral Insurance Company Limited and I require the business to do what I've said above to put things right.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 28 April 2022.

Sam Wade  
**Ombudsman**