

The complaint

Miss P has complained about Admiral Insurance (Gibraltar) Limited. She isn't happy about the way it dealt with a claim under her motor insurance policy.

What happened

Miss P's car was repaired by Admiral after she made a claim under her motor insurance policy. When her car was returned by Admiral after repair she was surprised her car failed its MOT in relation to a ball joint being excessively worn in the same area as where she had accident repair damage undertaken. So, she complained to Admiral about this.

Admiral looked into Miss P's complaint but didn't think it had done anything wrong. It highlighted that the part failed because of wear and tear which wasn't anything to do with the accident. As Miss P remained unhappy she complained to this Service.

Our investigator looked into things for Miss P and partly upheld her complaint. Although she accepted that the part was excessively worn she asked Admiral to refund the cost of the additional wheel alignment Miss P incurred as this was required so quickly after Admiral's repair.

Miss P accepted the position outlined but as Admiral didn't agree the matter has been passed to me for review.

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.

As Miss P accepts the position outlined I don't propose to go over the finer detail of this complaint and the repair. As our investigator explained the ball joint required replacing due to wear and tear and wasn't accident damage related so I can't ask Admiral to pay for this. However, I agree that it should pay the cost of the wheel alignment, I'll explain why.

I can understand Admiral's position and that Miss P's wheel alignment could've been knocked out while Miss P was driving the car after it was repaired and returned to her. But as our investigator has highlighted Admiral's engineer has just said that the wheel alignment was 'ok' and hasn't provided any real evidence in support of this. Plus, I think Admiral's repairer should've told Miss P about the ball joint problem when it returned the car to her. I say this as Miss P was told not to drive the car given its condition when she took it for an MOT a few weeks after repair, so there clearly was concern about the ball joint that should have been obvious to the repairing garage. I accept that Admiral's repairer wasn't obliged to do this but given it was working in that area of the car I would've expected it to highlight the clear issue to Miss P.

Given all of this, I think the fair and reasonable thing to do, in the particular circumstances of this case is for Admiral to pay Miss P's wheel alignment costs, plus interest for the time she's been without the money.

My final decision

It follows, for the reasons given above, that I'm partly upholding this complaint. I require Admiral Insurance (Gibraltar) Limited to pay Miss P's wheel alignment costs plus 8% simple interest from the date of payment until the date of settlement.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss P to accept or reject my decision before 12 September 2023.

Colin Keegan
Ombudsman