

The complaint

Mr H is unhappy with the repairs Admiral Insurance (Gibraltar) Limited (Admiral) carried out on his vehicle under his motor insurance policy.

What happened

In January 2024 Mr H was unfortunately involved in an accident and so submitted a claim to his motor insurer Admiral. Admiral arranged for Mr H's vehicle to be taken to one of its approved repairers. Mr H collected his vehicle in March 2024 but said it veered violently to one side when he applied the brakes and so he reported this to Admiral. Admiral said the brake pads and discs were severely corroded and this wasn't related to the accident. Mr H raised a complaint with Admiral.

Admiral said the brakes were corroded and not related to the accident. It said this had been confirmed by its engineer and damage consistency team. It did pay a total of £50 for loss of use covering the period between 23 January 2024 and 27 January 2024. Mr H didn't think this was reasonable and so referred his complaint to this Service. He said he thought the vehicle being left exposed to the elements by the repairer had caused the damage to his vehicle.

Our investigator initially upheld Mr H's complaint. He said he thought the evidence provided suggested the vehicle's brakes were in satisfactory condition when it arrived at the repairer but not when repairs had completed. He said, given the vehicle was stored in the repairer's yard, exposed to the elements, it was more likely the damage occurred whilst under care of Admiral's repairer and so Admiral should reimburse Mr H the cost he had paid to repair his brakes. He said he thought Mr H had been caused inconvenience and Admiral should pay £100 compensation. He said he thought the £50 Admiral had paid for loss of use was reasonable.

Following the investigator issuing his view Admiral provided further information from its engineer. Our investigator issued a further view. He said based on the evidence provided it didn't appear the replacement of the brake discs and pads was required to fix the corrosion but to ensure the relevant safety limits were met. Therefore he didn't think it was reasonable to expect Admiral to pay for the repairs. However he thought Admiral should have restored the brake discs and pads back to the condition they were in when the vehicle arrived and not doing so caused Mr H distress and inconvenience. He said Admiral should pay Mr H £100 compensation.

Admiral accepted our investigator's view but Mr H rejected it. He said he wasn't given any guidance on how the issues with his brakes could be repaired and the £100 compensation wasn't reasonable for the time and stress this caused him.

On 4 December 2024 I issued a provisional decision upholding this complaint. I said based on the evidence provided I thought it was more likely than not the damage to Mr H's vehicle was caused whilst in the care of Admiral's repairer. I said it should reimburse Mr H the cost he paid to have his vehicle repaired, along with 8% per year simple interest. I said Mr H had been caused distress and inconvenience as a result of the damage to his vehicle and so

Admiral should pay £150 compensation. I said I thought the £50 it had paid for loss of use was reasonable in the circumstances.

Mr H agreed with my provisional decision but Admiral rejected it. Its engineer said the timescales involved wouldn't have resulted in the condition of the brakes unless there was an underlying issue to begin with.

On 6 January 2025 I issued a further provisional decision, upholding Mr H's complaint, but for a different amount of redress. I said:

'Having considered the additional comments provided by Admiral, and the previously available evidence, I don't intend to require Admiral to cover the cost of the repairs to Mr H's brakes. I'll now explain why I intend to come to a different conclusion.

I think it's more likely than not some corrosion has occurred whilst Mr H's vehicle was in the care of Admiral's repairer for the same reasons I set out in my provisional decision. However based on the information provided by Mr H's repairer, I think Mr H's brakes would have always needed to be repaired regardless of any corrosion caused whilst his vehicle was with Admiral's repairer.

Mr H's repairer has said it checked the brake discs which showed the discs had worn down well past the safety limits set by the manufacturer and this, along with the corrosion was the reason they needed to be replaced. For the brake discs to be worn in this manner, it would require regular use of the brakes. It isn't possible for the brake discs to be corroded due to lack of use, whilst simultaneously be worn past the legal limit due to regular use. I've not seen any evidence to support the wearing of the brake discs has been caused whilst Mr H's vehicle was with the repairer.

So, whilst I think it's more likely than not some corrosion has been caused whilst Mr H's vehicle was with Admiral's repairer, I don't think this is the primary reason the brake discs needed to be replaced. The information provided from Mr H's repairer suggest the brake discs would have always needed to be replaced due to being worn past the legal limit, regardless of any corrosion, and this hasn't been caused by the actions of Admiral's repairer. As I think this is a cost Mr H would have always incurred it wouldn't be reasonable to require Admiral to cover the cost of this.

I think Mr H has been caused some distress and inconvenience due to the way Admiral handled the repairs to his vehicle. It would have been distressing for Mr H to have his vehicle returned with the brake discs showing corrosion which didn't appear to be evident when his vehicle was taken to the repairer. As explained, I think Mr H would have always needed to have arranged and paid for the brake discs to be repaired, and so I think the distress and inconvenience caused by the repairer's error was relatively minor. I think £100 compensation is reasonable to acknowledge the distress and inconvenience Mr H was caused by Admiral returning his vehicle in the condition it was in.'

Admiral didn't respond to my provisional decision but Mr H rejected it. He provided a detailed response but in summary he said:

- The assertion that the brakes were worn down well past the legal safety limits set by the manufacturer and this would require regular use of the brakes is inaccurate
- His brake discs were in a safe and acceptable condition when handed to Admiral's repairer as demonstrated by his MOT certificate.
- The significant corrosion which occurred whilst at Admiral's repairer rendered the vehicle unsafe to drive
- The impact this situation had on him was significant

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've reached the same decision as I did in my provisional decision of 6 January 2025 for the reasons I've outlined previously.

Mr H believes the brake discs requiring regular use in order for them to be worn down well past the legal safety limits set by the manufacturer is inaccurate, however I disagree. Mr H's repairer has said the brakes were worn down well past the legal safety limits and logically, for something to be worn, it would require it to be used regularly. As explained it isn't possible for the brake discs to be corroded due to lack of use whilst simultaneously be worn due to regular use. As I think Mr H would have always needed to replace his brake discs, regardless of any corrosion caused whilst in the care of Admiral's repairer, it wouldn't be reasonable to require Admiral to cover this cost.

I appreciate Mr H has said the significant corrosion which occurred whilst at Admiral's repairer rendered his vehicle unsafe to drive. However the brake discs being worn well past the legal safety limit would have made the vehicle unsafe to drive, and as mentioned, I don't believe this was caused by Admiral's repairer. So I think this would have been the case regardless of any corrosion caused whilst at Admiral's repairer.

I think it would have been distressing for Mr H to receive his vehicle back with corroded brake discs but given the other issues present, I think he would have been in the same position in relation to the safety of his vehicle and the need to have the brake discs replaced. And as I've explained I don't think this was due to the actions of Admiral's repairer. Therefore I'm satisfied £100 compensation is reasonable to acknowledge the distress and inconvenience Mr H was caused by the corrosion on his brake discs.

Admiral have paid Mr H £50 for loss of use due to delays in providing Mr H a courtesy vehicle. I've not seen evidence Mr H incurred costs beyond this amount for the period he was without a courtesy vehicle he should have had and so I think this is reasonable.

My final decision

For the reasons I've outlined above I uphold Mr H's complaint about Admiral Insurance (Gibraltar) Limited and require it to pay Mr H £100 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 20 February 2025.

Andrew Clarke
Ombudsman