

The complaint

Mrs S and Mr S are unhappy with the way Admiral Insurance (Gibraltar) Limited handled issues they encountered following a vehicle repair.

What happened

In August 2024 Mr S was involved in a vehicle accident. He reported this to Admiral, and they arranged for the vehicle to be repaired. When Mr S went to collect the vehicle, the garage informed him that the battery wasn't holding its charge. But they said there would be enough power to get him home.

On the way home, Mr S broke down on the motorway completely losing power. The vehicle was recovered and taken to a local garage. After inspecting the vehicle, they said the damper pulley on the crankshaft had sheared. And they felt this was related to the accident Mr S had been involved in.

Mrs S and Mr S raised this with Admiral. They looked into it but concluded that it wasn't accident related, they felt the issue was related to wear and tear. Given this they didn't take any further action.

Remaining unhappy Mrs S and Mr S referred their concerns to this service. Our investigator felt the breakdown and associated issues were unrelated to the accident. But that the garage hadn't sufficiently investigated the issue with the battery to ensure it was safe to drive. So, she asked Admiral to pay £200 compensation. Admiral disagreed, they didn't feel it was the garage's responsibility to investigate issues unrelated to the accident. And that anything outside of it was a private matter. As a resolution wasn't reached it has been passed to me to decide.

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.

Whilst I've considered all the information, I haven't commented on it all. Instead, I've focussed on what I consider to be the crux of the complaint and most relevant to the outcome reached. This isn't meant as a discourtesy but reflects the informal nature of this service.

Admiral has a responsibility to handle claims promptly and fairly and they shouldn't decline a claim unreasonably. They accepted the claim and had the vehicle repaired. But the issue at hand is the issues encountered with the battery and the subsequent breakdown of the vehicle.

I have reviewed the information provided by both Admiral and Mrs S and Mr S. I don't think it was unreasonable for Admiral to rely on their engineer's view that the issues encountered with the damper pulley and subsequent breakdown was unrelated to the accident and as a

result of wear and tear. I say that as having looked into it, it seems to me that failure of this, results from a breakdown of the dampers internal components, typically a rubber element that deteriorates over time. And the fact that the initial inspection by the local garage said there was shearing, I think it would support this. So, I find it more likely than not, the post-accident issues which led to the breakdown, was a result of wear and tear.

Mr S has said he was told by the garage, upon collection, that the car wouldn't hold charge and they thought it was an issue with the battery and not related to the accident. They said they would charge the battery up and that should get him home. He also said he felt they were disinterested and already had the paperwork ready for him to leave. It's clear the garage was aware of the issues with the battery and given what it told Mr S I can understand why he felt it was safe to drive the vehicle home.

Whilst I recognise Admirals thoughts that the garage would only investigate damage related to the accident itself. And they wouldn't expect them to do anything more. I think the garage does have a duty of care to Mrs S and Mr S as their customers, to ensure that the vehicle is safe for them to drive. And if it wasn't, it would have been fair and reasonable to have made Mr S aware when he collected it. They didn't know why the battery was losing its charge and therefore should have warned caution or the option of them investigating it further, separately to the insurance claim, to ensure it was safe neither of which I'm aware took place.

Overall, I'm satisfied the breakdown is unrelated to the accident. However, I think the garage should have provided Mr S with an informed choice in relation to the collection. They were aware the battery had issues holding its charge. They provided reassurance that once they charged it, it should get Mr S home. But since they didn't know what was wrong with the vehicle they should have at least warned Mr S about taking the vehicle without an inspection into what was causing it and or offered this. Instead, Mr S was in a dangerous position when his vehicle lost power. And the battery losing its charge, from what I understand is a symptom of the damper pulley issue.

The garage was one of Admiral's approved repairers, and the vehicle was there as a result of a claim for accident damage. Mr S was collecting the vehicle after a repair under a claim on his policy so, I think it's fair to say that Admiral shares this duty of care. Mr S and Mrs S did suffer distress and inconvenience as a result of the approved repairers' actions. I therefore think Admiral should pay Mrs S and Mr S £200 compensation for the distress and inconvenience caused.

My final decision

My final decision is that Admiral Insurance (Gibraltar) Limited should pay Mrs S and Mr S £200 compensation for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S and Mr S to accept or reject my decision before 24 November 2025.

Karin Hutchinson
Ombudsman