

The complaint

Miss M complains about a repair by Admiral Insurance (Gibraltar) Limited's approved repairer following a claim on her motor insurance.

What happened

Miss M had an Admiral motor insurance policy. In September 2023, its approved repairer fixed her car following a claim. As part of this, it replaced one of the car's front headlamps. The car passed its MOT in October 2023.

Miss M told us:

- Her car failed its MOT in October 2024.
- There were two reasons: First, the rear brakes were *"imbalanced"*. Second, the *"Offside headlamp aim projected beam image is obviously incorrect kick off to the right."*
- The MOT inspector told her the headlamp was a European part, not suitable for a UK vehicle. This was why it was aimed incorrectly.
- He wrote and signed a note on the MOT certificate: *"European headlight fitted offside front (wrong part fitted)"*.
- She called Admiral the same day. It told her to speak to its repairer.
- The repairer initially agreed to cover the cost of replacing the headlamp and asked her to order a replacement.
- It later went back on this agreement, and she incurred a £41.34 *"handling fee"* when she cancelled her order.
- She had her own garage replace the headlamp. This cost £382.64.

Admiral said Miss M's car wouldn't have passed its MOT two weeks after the repairs if there had been a problem with the headlamp. It said its repairer hadn't asked Miss M to order a new headlamp, however agreed to refund the £40 handling fee as a gesture of goodwill.

Following this service's involvement, Admiral agreed to refund the cost of replacing the headlamp, also as a gesture of goodwill. Miss M didn't accept this. She wants Admiral to compensate her for the time and effort she spent resolving this issue, as well as for the distress caused to her. She also wants Admiral to *"take their responsibilities as regards road safety seriously"* to stop this happening again.

Our investigator recommended that the complaint should be upheld. He thought the evidence showed that Admiral's approved repairer fitted the wrong headlamp to Miss M's car in September 2023. He recommended it reimburse Miss M for her new headlamp. He also thought Admiral had handled the claim poorly. He thought it should pay Miss M £300 to reflect the distress and inconvenience she suffered because of this.

Admiral didn't accept this, so the complaint was passed to me to make a final 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.

Having done so, I uphold Miss M's complaint for the same reasons as our investigator. I find:

- Miss M has provided substantial evidence to show that it's more likely than not Admiral's approved repairer fitted a non-conforming headlamp to her car in September 2023.
- For example, the signed note from the MOT inspector and emails from three different suppliers confirmed the headlamp *"is not suitable for your vehicle."*
- I think the account provided by the MOT inspector – that the previous year's MOT had been carried out by an engineer who had since been dismissed for poor work – is credible. At the very least, I think it raises doubts about Admiral's position that the car wouldn't have passed its MOT if the wrong headlamp had been installed.
- Furthermore, Miss M's evidence has been consistent and credible throughout. Much of what she says is confirmed by supporting documents, and I see no reason to question the rest of her evidence.
- She provided a detailed account of her discussion with Admiral's repairer, including the name of the person who approved the decision to replace the headlamp. I found no evidence that Admiral ever asked this person for a statement.
- I think it's incredibly unlikely Miss M would have ordered a new headlamp without the repairer's agreement. I think it's much more likely she'd have gone to her own garage to get the headlamp fixed.
- Admiral recently sent us the September 2023 repair invoice, including the reference number for the headlamp it says it ordered. However, it hasn't provided evidence that the listed parts were the ones fitted.
- I understand Admiral's argument that it's difficult to prove this. However, Admiral's version of events is that Miss M replaced her headlamp with a non-conforming EU headlamp at some point between October 2023 and October 2024. I don't think this is realistic.
- I also note that Miss M told us her father asked the repairer to provide a copy of this order but it wouldn't do this. It didn't provide this to us until July 2025.
- It follows that I think Admiral should refund the cost of the replacement headlamp, plus interest.

Finally, I think Admiral's handling of this was very poor. I don't think it should have told Miss M to deal directly with its repairer given her complaint was about the repairer's work. I think this put Miss M in an incredibly difficult position, and created the situation where the repairer could make an offer, then deny it had done so. I don't think Admiral properly assessed or investigated Miss M's evidence before it rejected her complaint.

I think Miss M summarised the inconvenience the matter caused her very well: *"My dad and I have spent many, many hours in communications, telephone calls and researching the headlamp part fitted by the repairers and then obtaining confirmation from various suppliers that the part is not suitable for the vehicle. Work that should have been done for us had Admiral bothered to take their responsibilities seriously."* I also understand the distress that this caused her. I agree that Admiral should compensate her for this.

I've thought about what this service awards in similar cases, as well as our investigator's recommendation. Having done so, I order it to pay Miss M £300.

My final decision

My final decision is that I uphold the complaint and order Admiral Insurance (Gibraltar) Limited to:

- Refund Miss M £382.64 for the cost of replacing her headlamp.
- Add interest to this sum at 8% simple per year from the date she paid this to her garage to the date of settlement*.
- Pay Miss M £300 to reflect the distress and inconvenience it caused her in its handling of this matter.

*If Admiral considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Miss M how much it's taken off. It should also give Miss M a certificate showing this if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 21 October 2025.

Simon Begley
Ombudsman