

The complaint

Miss S complains that Admiral Insurance (Gibraltar) Limited (Admiral) did not complete satisfactory repairs to her car after she made a claim on her motor insurance policy. She further complained about the lack of communication from Admiral.

There are several parties and representatives of Admiral involved throughout the complaint but for the purposes of this complaint I'm only going to refer to Admiral.

What happened

Miss S made a claim on her motor insurance policy after she was involved in an incident whilst driving her car in December 2020.

Admiral accepted Miss S's claim and repairs were undertaken by its approved repairer in January 2021. When the car was returned to Miss S there were issues with the sensors not working and an error message appeared on the dashboard. She said the cruise control was not working. The fault was cleared, but after two weeks the error light came back on.

In July 2021 recalibration of the system was completed and the problem was rectified.

In July 2022 Miss S reported to Admiral that a front brake warning light kept appearing on her car. Admiral's approved repairer agreed to contact her to check on the issue, but it did not happen. Miss S made a complaint to Admiral.

In November 2022 Admiral paid Miss S £450 for the distress and inconvenience caused to her due to the lack of communication from itself and its approved repairer. Plus £25 for its late response to her complaint.

However Admiral's in-house engineer did not agree the fault was related to the claim repairs completed in 2021. It said if Miss S could arrange an investigation/diagnosis of the issue at the main dealer that showed how the fault related to the repair claim, it would review this again.

A diagnosis was completed at the main dealer. Admiral said the issue found was down to wear and tear and this is not covered by Miss S's policy.

As Miss S was not happy with Admiral, she brought the complaint to our service.

Our investigator did not uphold the complaint. They looked into the case and said based on the information presented, they had not seen any evidence that suggested the current issue was related to the repairs completed in 2021. They said it appeared to be a different fault than the one reported in July 2021. They said as her policy did not cover for wear and tear or electrical failures that Admiral had acted fairly when it did not agree to pay for these repairs.

As Miss S is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

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.

I saw after the repairs were completed, that in July 2021 after Miss S reported the error light coming on and issues with the cruise control, Admiral's approved repairer recalibrated the advance driver assistance system (ADAS) on the car. The evidence states a health check was completed and all systems were operational.

There was no evidence of contact by Miss S to Admiral for almost a year after the recalibration and health check was completed. I saw in July 2022 Miss S contacted Admiral to report the auto braking warning light was coming on. Admiral passed this information on to its approved repairer who had completed the repairs and recalibration the year earlier.

Miss S contacted Admiral on a number of occasions between July 2022 and October 2022 to try and progress the issue she had reported with without any conclusion.

Admiral accepted there had been a lack of communication and paid Miss S £450 compensation for the inconvenience and distress caused by this. I think this amount is fair in the circumstances of this case. However Admiral did not accept the brake warning light coming on was related to the repairs completed in 2021.

I saw Admiral agreed to Miss S organising further investigations at the main dealer. Miss S did organise for this to be completed. The cost was paid by Admiral. The report said the anti-braking system light does not turn off. It said it tried clearing it, but it came back up. It recommended to remove and refit the car bumper and check for damage and carry out recalibration.

Admiral's in-house engineer concluded the electrical fault on Miss S's car was wear and tear. And this was Miss S's responsibility.

The evidence provided by Admiral shows its approved repairer had already carried out the suggested recalibration on the advance driver assistance system (ADAS) in July 2021. As the warning light reported in 2022 was regarding the brakes and not the cruise control reported in 2021, I cannot fairly attribute the electrical fault to the repairs completed the year before.

I looked at the terms and conditions of Miss S's motor insurance policy. On page 14 it details the exclusions under the policy. This includes;

"We will not pay

- *for wear and tear*
- *for any loss or damage caused by mechanical, electrical, electronic, computer failures, breakdowns or breakages".*

Although I understand Miss S will be disappointed, but as her policy doesn't cover for electrical faults or wear and tear, and after consideration of the evidence from Admiral's engineers and the main dealer, I do not think Admiral acted unfairly by not agreeing to pay for any repairs of the issue reported in July 2022.

Therefore, I do not uphold Miss S's complaint and do not require Admiral to do anything further in this case.

My final decision

For the reasons I have given I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 19 December 2023.

Sally-Ann Harding
Ombudsman