

The complaint

Mr J complains about how Admiral Insurance (Gibraltar) Limited (“Admiral”) handled and settled a claim under his motor insurance policy.

What happened

Mr J had a motor insurance policy with Admiral covering his car.

In November 2022 Mr J was involved in a collision which heavily damaged his car and he made a claim.

Admiral assessed his car as being beyond economic repair. It said it would declare the car a write-off and assessed its market value as about £7,580. It paid him this amount without letting him know.

Mr J didn’t agree with this valuation and he complained. Admiral increased its offer to £9,095.

Mr J also complained about Admiral’s handling of his claim. He complained about delays getting his calls answered, that Admiral didn’t call him back or keep him up to date with his claim. He was told the wrong value for salvage of his car and it took three months to get to the final value. During his complaint he also mentioned that he hadn’t received a courtesy car.

Admiral upheld most of his complaint and offered him a total of £450 compensation. But it said he wasn’t entitled to a courtesy car as there was no cover under the policy for it.

Mr J remained unhappy with Admiral’s response and brought his complaint to this service.

Our investigator looked into his complaint and upheld it. He agreed with Admiral that Mr J’s policy didn’t include a courtesy car for the type of claim he’d made, so he wasn’t entitled to one.

He showed that Admiral had followed this service’s approach to vehicle valuations and the amount it had offered was in line with this. But he said Admiral had made mistakes during its claims process.

He thought Admiral should increase its compensation by £100 to a total of £550 in view of the mistakes it had made. Admiral accepted the view, but Mr J didn’t. He asks for more compensation and that his complaint was reviewed by an ombudsman. So it has been passed to me for 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.

Mr J has also raised separate complaints with Admiral including the recovery of the salvage

of his car and about the unused portion of his car insurance policy. These complaints are in progress with Admiral and haven't formed part of his approach to this service, so I'm not able to consider them further here.

If Mr J remains unhappy with Admiral's response to these points then he's able to bring them to this service in due course.

I can see that Mr J has now accepted the valuation of his vehicle. So I'm left to consider the impact of Admiral's service during his claim on him.

Having read the file of evidence I've been supplied, I'm upholding Mr J's complaint. But I think the amount of compensation awarded to him in the view is in line with this service's recommendations, and I'm not going to increase it. I appreciate this will be a disappointment to him and I'll explain why.

Having looked at the details of Mr J's collision and claim I can see he suffered poor service from Admiral from the start. Following the collision he wasn't able to get an answer from Admiral's claims line. His vehicle was then recovered at his own cost. Admiral refunded this amount, plus £50 for his inconvenience (which is part of the £450 I mention above), about four months later.

Then Admiral had a system issue which meant it couldn't instruct its repairer to collect the car, despite telling Mr J it would happen. This led to a great deal of confusion for Mr J.

Each time he rang Admiral he was faced with a lengthy call wait time. I can see he mentions this several times, including a reference to a 45-minute wait he is clearly very used to experiencing. His exasperation is clear.

One of Admiral's claims handlers tells him he's able to keep the salvage, but gives him an approximate value substantially below what it should have been. This raises Mr J's expectations unfairly.

Admiral had repeated issues contacting its own approved repairer to get an update on his car which meant it didn't know what the situation actually was.

Throughout this experience it seems to me that Mr J has remained calm, precise and has maintained excellent records of the progress of his claim.

On the other hand, Admiral's service has been very poor. Mr J's claims journey has been disrupted seemingly at every point and it's been left to him to work out what the situation is and prompt Admiral to move it forwards.

I need to point out that it's not this service's role to punish Admiral for its poor service. Instead, we consider the impact of those problems on an individual making a claim. It's clear that the disruption to Mr J's life has gone on for several months and has taken him a lot of extra effort to sort out. And there are elements of the claim and complaint that continue today which I've mentioned above but which I'm not able to consider here.

Taking everything into account, I've considered this service's guidelines and I think the figure of £550 is appropriate compensation for Mr J's distress and inconvenience.

My final decision

My final decision is that I uphold this complaint. I direct Admiral Insurance (Gibraltar) Limited to pay Mr J a total of £550 compensation for his distress and inconvenience. It's my

understanding that £450 has already been paid, so this can be deducted.

Admiral Insurance (Gibraltar) Limited must pay the amount within 28 days of the date on which we tell it Mr J accepts my final decision. If it pays later than this, it must also pay interest on the amount from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 20 October 2023.

Richard Sowden
Ombudsman