

## The complaint

Miss M says the poor service and delays caused by Admiral Insurance (Gibraltar) Limited when she made a claim on her motor insurance policy impacted greatly on her.

## What happened

The parties are familiar with the facts, so I'll summarise them here. After an accident on 30 November 2022 Miss M decided her car was unsafe to drive. Admiral's garage didn't contact her for ten weeks to assess it and Admiral then said it was an economic total loss. Miss M said that decision should have been made sooner, that Admiral's communication was poor and that it hadn't obtained CCTV footage of the accident. Admiral offered her £400 compensation in February 2023 and a further £200 in April 2023, but Miss M wanted more.

Our investigator thought the compensation was fair, but that Admiral should have offered Miss M a hire car, given the delay. So she thought it should pay Miss M's travel costs from December 2022 to February 2023 - or pay her for the loss of use of her car. Admiral disagreed, as both its garage and its senior engineer thought the car was driveable during that time. It said the claim would have been dealt with quicker had that not been the case. It pointed out that Miss M's mother had told it Miss M was too scared to drive. Miss M said she'd only been paid £200 compensation. The investigator thought it was reasonable for Miss M not to drive the car after the accident – and she didn't think a note on Admiral's file about the comment made by Miss M's mother could be relied on without a call recording.

As there was no agreement, the complaint was passed to me for review. I issued a provisional decision along the following lines:

- I said the views of qualified engineers about whether or not the car was safe to drive carried more weight than Miss M's view. Miss M had said she didn't want to drive the car again, which I thought was understandable; accidents can be traumatic - and young drivers like Miss M can find them especially upsetting. I thought the note UKI made about Miss M's mother's comment could be relied on. And I didn't think Miss M had provided any evidence that the car wasn't safe to drive. Consequently, I didn't think it would be fair to require Admiral to pay her travel costs or for loss of use.
- I noted that initially, Admiral gave Miss M the option to use the services of a claims management firm, which would have provided her with a hire car. She decided against that, and there was no cover for a hire car under the policy. Although Admiral's garage would have provided a courtesy car - had her vehicle been repaired by it - there was no cover for a replacement car whilst waiting for assessment, or in the event of a total loss. And Miss M's car was drivable anyway.
- I said it looked as though £275 of the £400 compensation sum reflected Admiral's error in not obtaining the CCTV. I didn't think the remaining £125 was sufficient to reflect the impact on Miss M of the excessive delay and continuing poor contact / service from Admiral. So I said it should pay Miss M a further £150 compensation. As Miss M said she didn't get £125 of the first payment, I said Admiral should also pay her that sum, unless it could show the sum was paid in February 2023.

I asked the parties to comment on my provisional findings. Miss M didn't respond. Admiral accepted the decision, but it pointed out that it had already provided evidence of the full amount of compensation having been paid.

### **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 reviewed the file, I can see that Admiral had already provided evidence of £400 being paid in February 2023 and being cashed in March 2023. Miss M accepts that she received the extra £200 it paid her in April 2023.

As neither of the parties made any further comment on my provisional findings, there's no reason to depart from them. For the reasons set out above, I think it would be fair and reasonable for Admiral to pay Miss M a further £150 compensation for distress and inconvenience (raising the total compensation to £750).

### **My final decision**

My final decision is that I uphold this complaint. I require Admiral insurance (Gibraltar) Limited to pay Miss M a further £150 compensation for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 15 February 2024.

Susan Ewins  
**Ombudsman**