

The complaint

Mr T complains Admiral Insurance (Gibraltar) Limited (Admiral) caused avoidable delays after he made a claim on his motor insurance policy.

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

Mr T parked his car in a long stay carpark whilst he was out of the country. A few days before his return Mr T was notified his car had been taken from the carpark and had been involved in an accident. The car had been damaged and was recovered by the police and put into storage.

Mr T made a claim on his motor insurance policy for the damage to his car. The damage to the car was assessed by Admiral's in-house engineer and was classed as a category N total loss.

Mr T was unhappy with the lack of contact and update on the claim. He said he had to contact Admiral for updates and had had long waits on the phone to get through to relevant departments. He said Admiral had not called him back with updates as agreed. He said his claim had taken over ten weeks without being concluded. He said he was without a car and felt Admiral were trying to avoid paying his claim.

On 20 June 2023 Admiral agreed that the level of communication given to Mr T had not been satisfactory. And it agreed it could have undertaken some action on his claim earlier than it had done. It said because his claim was related to the theft of his car it needed to follow a process to validate the claim with the police which affected the timeframe. It confirmed it was reviewing his claim file on a regular basis to progress the claim.

Admiral paid him £200 compensation for the stress and inconvenience caused.

Because Mr T was not happy with Admiral, he brought the complaint to our service.

Our investigator did not uphold the complaint. They looked into the case and felt the £200 compensation paid by Admiral for the distress and inconvenience caused was fair and in line with our guidelines.

As Mr T 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.

Customer service

I saw after Mr T made his claim in April 2023 he had to contact Admiral a number of times to progress the claim.

I saw Admiral accepted it had not given a good level of communication to Mr T. It said it had backlogs which had been the main contribution in the shortfall of service. It accepted there had been a lack of update and call backs to Mr T and that on occasions there were hold times on the phone lines to get through to relevant departments. It offered to reimburse any costs incurred for phone calls on receipt of evidence.

I think the £200 Admiral paid Mr T for the stress and inconvenience caused by its shortfalls in customer service in the first ten weeks of his claim is fair and in line with our services guidance for compensation.

Courtesy Car

I looked at the terms and conditions of Mr T's policy and it says;
"A courtesy car will not be provided if your vehicle is:

- *stolen*
- *outside our territorial limits*
- *beyond economic repair".*

I recognise Mr T is left without either settlement or a courtesy car whilst the claim is progressed, however in this case as his car was involved in a theft and also because Admiral's in-house engineer deemed the car a total loss a courtesy car would not be provided under the terms of his policy.

I am satisfied Admiral has not acted unreasonably in not providing a courtesy car in this case.

Settlement of the claim

As this claim involved the theft of the car Admiral need to fully investigate and are unable to settle the claim until the investigations are complete. In this case a police report would be an important part of the investigation.

Admiral accepted it could have requested the police report sooner than it did and this was taken into consideration in the £200 compensation awarded. it.

I can see there have been significant delays in the police providing information to Admiral. I have seen evidence of Admiral chasing the police for this information on a regular basis after the initial delay in requesting it. Unfortunately it can take many months for the police to provide the information required but I am unable to hold Admiral responsible for the time taken with this as it is not within its control.

I can understand the inconvenience caused to Mr T in not having his claim settled promptly but Admiral are unable to provide settlement whilst the claim is still being investigated.

Therefore, I do not uphold Mr T's complaint and do not require Admiral to do anything further regarding this complaint.

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 Mr T to accept or reject my decision before 16 April 2024.

Sally-Ann Harding
Ombudsman