

## **The complaint**

Mr K complains about how Admiral Insurance (Gibraltar) Limited (Admiral) dealt with a claim on his motor insurance.

## **What happened**

Mr K had motor insurance with Admiral. His car was involved in an accident in July 2023 and he made a claim on his insurance policy.

There were delays in repairing his car and he wasn't provided with a courtesy car. Mr K wasn't happy about this and complained to Admiral. Admiral apologised and paid him £100 compensation for the delays and £410 for loss of use of the vehicle. Admiral said it would arrange a hire car for Mr K.

Some months later the car still hadn't been repaired and although Admiral had tried to arrange a hire car for Mr K, it hadn't been suitable for his needs. Mr K complained to Admiral again. Admiral apologised and said its approved repairer had been having difficulty getting parts for the repairs, which had caused the delays. Admiral said it had made an error which caused a delay with Mr K being provided with a hire car, and provided details of the new hire arrangements. Admiral paid Mr K £150 compensation for these further delays.

Mr K wasn't happy with what Admiral said and complained to this service. Our investigator upheld his complaint. She said that while the delay in getting the parts was outside Admiral's control, there had been some avoidable delays in authorising the repairs and providing the hire car.

She said Admiral was now in a position to complete the repairs, but Mr K had been caused a great deal of inconvenience and disruption through no fault of his own and Admiral should pay him £500 compensation for the delay in authorising the repairs and the delay in providing him with a courtesy car.

Admiral accepted what the investigator said but Mr K didn't so the complaint has been passed to me. Mr K wants Admiral to compensate him for the loss of the car (at its market value at the time of the accident), so that he can buy a replacement. If Admiral is unable to do so, Mr K would like it to compensate him for the depreciation of his vehicle while it has been in the garage and do all it can to complete the repairs as soon as possible.

## **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 uphold Mr K's complaint. I'll explain why.

Firstly it's important to explain that I can only consider things that happened up to the date of Admiral's final response letter to Mr K's complaint, which was 21 March 2024. And I can't consider any issues that Mr K hasn't already complained to Admiral about. That's because

this service can only consider complaints where the consumer has given the business a chance to respond first. If Mr K is unhappy with things that happened after this date, it is open to him to make a new complaint to Admiral, and then to this service if he isn't happy with Admiral's response.

Mr K has been caused a considerable amount of distress and inconvenience by being deprived of his car for an extended period and not being provided with a courtesy car as soon as he should have been. I think Admiral should pay him a further £500 compensation for this. This is for the distress and inconvenience caused to Mr K up to the date of the final response letter, 21 March 2024. I understand that Admiral has now been able to obtain the necessary parts to complete the repairs, so I'm not asking it to treat the car as a total loss and pay Mr K the market value. I am pleased that Admiral agreed to pay this when it was suggested by our investigator, but I understand that it hasn't yet been paid as Mr K didn't agree.

### **My final decision**

For the reasons given above I uphold Mr K's complaint. I require Admiral Insurance (Gibraltar) Limited to pay Mr K a further £500 in addition to the compensation it has already paid him as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 1 November 2024.

Sarah Baalham  
**Ombudsman**