

The complaint

Miss H is unhappy with the amount Admiral Insurance (Gibraltar) Limited (Admiral) have paid to settle her claim under her motor insurance policy. She is also unhappy with the way her claim was handled.

Miss H is being represented in this complaint by a family member, however as Miss H was the policyholder, and for ease, I have referred to her throughout.

What happened

In July 2023 Miss H's vehicle was unfortunately stolen and so she submitted a claim to Admiral under her motor insurance policy. Miss H's vehicle was recovered but was being held by the police and so Admiral settled Miss H's claim by paying her what it said was the market value of her vehicle minus any outstanding premium and applicable policy excess.

Miss H didn't agree with the market value Admiral had placed on her vehicle and so raised a complaint. Admiral didn't uphold Miss H's complaint. It said it had consulted two market value guides and the valuation it had offered was in line with these guides. It said it had used an estimated mileage as it was unable to confirm the exact mileage whilst Miss H's vehicle was on police hold, however once this was confirmed it could see whether this impacted the valuation it had reached.

Miss H raised a further complaint as she said she wasn't the owner of the vehicle and so the settlement shouldn't have been paid to her, but rather to her father. She said her father had incurred hire car costs which she felt Admiral should reimburse. She also said her father wanted the vehicle to be returned and for it to be repaired. Additionally she said her claim for personal effects hadn't been settled.

Admiral didn't uphold Miss H's complaint. It said the contract of insurance it held was with Miss H and so it was correct the settlement was paid to her. It said Miss H hadn't asked for the settlement to be paid to anyone else. It said there was no cover under the policy for a courtesy car in a theft or total loss claim and so it wouldn't be able to reimburse any hire costs. Admiral said it had tried to contact Miss H in relation to retaining her vehicle but as it had no response the vehicle was disposed of. It said it had paid Miss H's personal effects and didn't agree it had caused a delay in this being settled. Miss H didn't agree and so referred her complaints to this Service.

Our investigator didn't think this Service was able to consider Miss H's complaint about the valuation Admiral had placed on her vehicle. She said she thought Miss H needed to bring this complaint to this Service within 6 months of the final response and as she had failed to do so, this Service wasn't able to consider this complaint.

Our investigator didn't uphold Miss H's complaint in relation to the other issues Miss H had raised. She said she thought it was reasonable Admiral had paid the settlement to Miss H and this was agreed with Miss H when the settlement was paid. She thought the policy terms didn't entitle Miss H to a courtesy car and so didn't think Admiral needed to cover any hire car costs. She said she thought Admiral had given Miss H opportunities to retain her vehicle

and so didn't think it acted unreasonably by disposing of Miss H's vehicle. She also said she didn't think Admiral had caused any unreasonable delay in settling Miss H's claim for her personal effects.

Miss H didn't agree with our investigator in relation to her complaint about the vehicle valuation. She said she hadn't received the final response and so was unaware she could bring her complaint to this Service.

Miss H also didn't agree with our investigator in relation to the other issues she had complained about. She said the settlement should have been paid to her father as he was the owner of the vehicle. She also didn't think it was reasonable for Admiral to deal with the claim on a total loss basis as the vehicle was repairable.

What I can look at

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I want to acknowledge I have summarised Miss H's complaint in less detail than she has presented it. I've not commented on every point she has raised. Instead I have focussed on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Miss H and Admiral I've read and considered everything that's been provided.

Before I'm able to decide on the merits of Miss H's complaint, I've looked at whether we can consider all of the complaint points Miss H has brought to this Service.

This Service only has the power to consider certain complaints. The Dispute Resolution (DISP) rules, written by the Financial Conduct Authority (FCA) set out what complaints we can look at.

These rules set out, amongst other things, the time limits in which a complaint must be brought to this Service. DISP 2.8.2 R is relevant to this complaint. The relevant sections which apply here state:

'The Ombudsman cannot consider a complaint if the complainant refers it to the Financial Ombudsman Service:

- (1) More than six months after the date on which the respondent sent the complainant its final response, redress determination or summary resolution communication...*

Unless...

- (3) In the view of the Ombudsman, the failure to comply with the time limits in DISP 2.8.2 R or DISP 2.8.7 R was as a result of exceptional circumstances or...*
- (5) The respondent has consented to the Ombudsman considering the complaint where the time limits in DISP 2.7.2 R or DISP 2.7.8 R have expired'*

Admiral sent a final response to Miss H in relation to the valuation of her vehicle on 8 August 2023, which means Miss H needed to refer her complaint before 8 February 2024. Our records show Miss H referred her complaint to this Service in March 2024, and therefore outside of the six months the DISP rules require for this Service to consider it.

In this case, Admiral have declined its consent for this service to consider this complaint as it

is entitled to do. So I've gone on to consider the other part of this rule.

Miss H has said she did not receive the final response, however based on the evidence provided I'm satisfied it was sent to Miss H on 8 August 2023.

I know Miss H has been through a very difficult period and naturally I empathise with her. I've considered her circumstances but having done so, I don't consider there to be exceptional circumstances which would allow this Service to consider Miss H's complaint about the valuation of her vehicle. In order to consider this complaint I would need to be satisfied Miss H's circumstances meant she was unable to refer her complaint to this Service any sooner than she has done. I can see Miss H was in communication with Admiral during the six months following it issuing her with its final response and so I'm satisfied Miss H would have been able to refer her complaint to this service during this period.

I know this will disappoint Miss H, however for the reasons I've outlined this Service won't be able to consider this complaint. As Miss H has bought this complaint too late, I won't be considering any of the issues Admiral addressed in its final response dated 8 August 2023.

Admiral sent Miss H a final response in July 2024 addressing the further issues Miss H has raised. As this has been raised with this Service within six months, I can consider the merits of this complaint. I have addressed each point individually

What I've decided – and why

Payment of the total loss settlement

Miss H has said her father owned the vehicle and so the settlement should have been paid to him rather than to her. Admiral have said when paying the total loss settlement to Miss H she didn't make it aware she wanted the settlement paid to someone else. It also said its process is to pay the total loss settlement to the policy holder as this is who owns the policy and who it has a contract with.

The terms of Miss H's policy explain the contract of insurance is between Admiral and Miss H and the vehicle it covers is the vehicle named on the certificate of insurance. Ultimately Admiral's relationship is with Miss H and so I think it's reasonable it settles any claim with her directly unless it is agreed otherwise.

Admiral have provided a copy of the call it had with Miss H when it discussed the valuation of her vehicle. During this call it is confirmed the payment would be made to Miss H directly. At no point during this call did Miss H ask for the payment to be made to anyone else. Therefore I don't think it's unreasonable Admiral paid the settlement to Miss H.

Miss H has kindly shared her circumstances and explained she no longer has access to the funds paid by Admiral. Whilst I'm naturally empathetic to Miss H, my role is to consider whether Admiral have made an error here. At the time Admiral sent the payment to Miss H, there was no reason for Admiral to suspect Miss H wouldn't be able to access these funds in the future and so I can't say it made an error by paying the settlement to Miss H.

Total loss and retention of the vehicle

Miss H has said she doesn't think it was reasonable for Admiral to deal with her vehicle as a total loss as it was repairable. She said she would like the vehicle to be returned and repaired. Admiral have said it attempted to discuss the return of Miss H's vehicle on a number of occasions but as it had no response the vehicle was disposed of. It has confirmed it no longer has the vehicle.

When Miss H's vehicle was recovered it was taken to a police compound and was placed on police hold. Admiral decided it would be appropriate to deal with the vehicle on a total loss basis. I can see from Admiral's claim notes Miss H had told it she didn't want the vehicle to be returned and she was happy for the claim to be settled on a total loss basis. Given the circumstances of the claim and given Miss H agreed for the claim to be settled in this way, I don't think it was unreasonable for Admiral to deal with the claim on this basis.

In February 2024 Admiral were made aware the vehicle had been released from police hold. Miss H made Admiral aware she wanted the vehicle to be repaired. Admiral have provided evidence to show it attempted to speak to Miss H about the retention of her vehicle but were unsuccessful. It spoke with Miss H in March 2024 to explain the process if she wanted to retain the vehicle and gave Miss H seven days to decide whether she wanted to proceed otherwise the vehicle would be disposed of. As Admiral didn't receive a response from Miss H it arranged for her vehicle to be disposed of and said it sent Miss H an email to confirm this.

The terms of Miss H's policy explain if Admiral settle a claim on a total loss basis the vehicle will become its property. This means once Admiral paid Miss H the settlement for her vehicle, it became the property of Admiral. I'm satisfied Admiral provided Miss H with the information she needed to decide whether she wanted to retain the vehicle or not. Once it didn't receive a response, given the vehicle was now its property, it was entitled to dispose of it as it has done.

I know this vehicle had sentimental value to Miss H, however for the reasons I've explained I can't say Admiral have acted unreasonably by dealing with Miss H's vehicle as a total loss and by disposing of the vehicle.

Vehicle hire

Miss H has said her father has incurred vehicle hire costs which she would like Admiral to reimburse.

The terms of Miss H's policy explain a courtesy car will be provided if repairs are authorised with Admiral's approved repairer. It also explains no courtesy car will be provided if the vehicle is stolen.

In this instance Miss H's vehicle was stolen, and at no point were repairs arranged and so I don't think it was unreasonable Admiral haven't provided a courtesy car. Whilst I acknowledge Miss H's father has incurred hire vehicle costs I can't say these costs have been incurred as a result of any error by Admiral. In any event, as already explained, Admiral don't have a relationship with Miss H's father and so it wouldn't be expected to reimburse costs he has incurred.

Claim for personal effects

When Miss H raised her complaint with Admiral she said it hadn't settled her claim for the personal effects in her vehicle. I can see in July 2024 Admiral arranged to pay Miss H £200 for her personal effects.

I can see from the terms of Miss H's policy, £200 is the maximum benefit Miss H was entitled to claim for personal effects. Therefore I'm satisfied Admiral have fairly settled Miss H's claim. I've considered whether it has caused any delays in making this settlement but I can't say it has done.

Miss H's vehicle was on police hold for a number of months which meant Miss H wasn't able

to see what personal effects, if any, were still in the vehicle. Once the vehicle was released from police hold I can see Admiral attempted to contact Miss H a number of times to discuss her claim. In March 2024 Admiral spoke with Miss H who told it she had been able to get some belongings back but not many. She was advised to send in receipts and invoices and Admiral would consider this. Admiral didn't receive any further response from Miss H regarding her personal effects until July 2024, at which point it raised the £200 settlement. I don't think Admiral have caused any unreasonable delay and I'm satisfied it has settled Miss H's claim for personal effects in line with the terms of the policy.

I know this will be a disappointing outcome for Miss H, and I know she has been through an incredibly difficult period. However for the reasons I've explained I don't think Admiral have acted unfairly or unreasonably and so don't require it to take any further action.

My final decision

For the reasons I've outlined above, I don't uphold Miss H's complaint against Admiral Insurance (Gibraltar) Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 3 December 2024.

Andrew Clarke
Ombudsman