

The complaint

Mr W is unhappy with Admiral Insurance (Gibraltar) Limited's correspondence with him when they wrongly told him his vehicle had been involved in an accident.

What happened

On 31 July 2024, Mr W received an email from Admiral which said they'd been notified of a potential indent involving his car. As a result, they'd set up a claim under his policy and required Mr W to provide documentation along with confirming where he and his vehicle were at the time and date of the alleged accident.

Mr W was very concerned by the contact from Admiral. He said he'd been some 500 miles away at the time the accident was said to have occurred and was worried his registration plate had been cloned. Mr W was also taking steps to show his vehicle couldn't have been involved in the accident by asking people and other organisations to provide support and evidence that he'd been elsewhere. Mr W said he found the following couple of days very stressful. Given the wider circumstances, he felt unable to work, and said he used his annual leave to cover one of the shifts he'd been scheduled to undertake.

Over the next couple of days, Mr W asked Admiral a number of times to confirm the details of the vehicle allegedly involved in the accident. He then received an email from another organisation, confirming no accident had been recorded against his registration number. This prompted Mr W to again ask Admiral to confirm the registration number and it was confirmed to be one digit different to Mr W's own registration. It turned out Mr W's vehicle wasn't the one alleged to have been involved in the accident. Mr W raised a complaint about Admiral's handling of the matter, saying had proper checks been carried out the stress he'd been placed under could have been avoided.

Admiral responded to Mr W's complaint in early August. They agreed their handling of this matter fell below the standard expected and could have been avoided if the correct registration number had been input in the system initially or checked during the first conversation with Mr W. Admiral initially offered Mr W a total payment of £150, to recognise the distress and inconvenience experienced and cost of calls. This was later increased to a total of £300. Admiral later offered a further £75 for not calling Mr W before issuing their final response.

Unhappy with Admiral's handling of his concerns, Mr W referred this matter to the Financial Ombudsman Service. He said to put things right he wanted to be compensated for the annual leave he'd taken as a result of what happened. One of our investigators looked into what happened and said, overall, she considered the compensation offered was appropriate in the circumstances. Mr W didn't agree so this matter has been passed to me to decide.

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.

In the first instance, I'd like to acknowledge what a worrying experience Mr W had. I've listened to calls he's had with us and with Admiral, and it's clear this matter has been impactful on him.

It's accepted Admiral could have done more to check the claim had been registered against the correct registration number and policy. Mr W spoke to many different advisers who could have carried out some more basic checks and determined the claim had been logged incorrectly. Admiral's failure to do so caused Mr W avoidable distress, worry and inconvenience. I don't need to decide if Admiral has done something wrong because it's accepted they did. Instead, I need to decide if Admiral's offer of compensation to be fair and reasonable in the circumstances.

Admiral offered to pay Mr W a total of £375, for the distress and inconvenience awarded, cost for his phone calls and for their failure to call him before the final response was issued. Mr W has said to put things right Admiral should compensate him for the annual leave he used.

I've considered what Mr W has said about why he felt unable to work on that day. Our investigator shared information with Mr W about the factors we consider when deciding if a compensation award is appropriate, and if an award is appropriate how much a business should pay. We wouldn't usually make an award for compensation based on an hourly rate.

I accept Mr W felt he needed to defend his position from the first time Admiral contacted him. He took steps to evidence his car was some 500 miles away at the time of the accident and had Admiral carried out more detailed checks, Mr W needn't have been put to any of this inconvenience. However, I remain of the view the total compensation offered by Admiral fairly compensated Mr W for the distress, worry and inconvenience he experienced and is in the range of what I'd require them to pay if no offer had been made. I'm not going to require Admiral to increase the amount they offered or take any further steps to put things right.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 16 January 2025.

Emma Hawkins

Ombudsman