

## **The complaint**

Mrs E has complained about the way Admiral Insurance (Gibraltar) Limited (Admiral) handled her claim, under the motor insurance policy she held with them.

## **What happened**

The details of what happened are well known to both parties. So, I will just summarise them here:

- Mrs E purchased her car in early 2023 and took out motor insurance with Admiral, with effect from June 2023.
- Mrs E was involved in a road traffic collision in October 2023 and the car was deemed a total loss.
- Admiral accepted that under the terms of her policy, she was entitled to a replacement car.
- Mrs E received the replacement car shortly afterwards. She complained to Admiral that it didn't have the same specification, namely it was without the keyless entry and start capability and red exterior moulding that her car had.

Admiral responded to say, in brief, that the specification of Mrs E's car had changed by the claim date. It didn't think it had done anything wrong.

Mrs E brought her complaint to our Service for an independent review. An Investigator looked into it and agreed that the specification had changed in October 2023 and Mrs E's make and model no longer had keyless entry start technology within the specification. However, he noted the brochure said it still included red moulding and Mrs E's replacement car should've had this. He didn't think it had a detrimental impact on the value but thought she should be compensated £500 for the distress and inconvenience caused.

Mrs E responded to say that she agreed with the Investigator's recommendation for putting things right. However, Admiral didn't agree. They maintained the specification had changed and that Mrs E had not requested the red moulding.

As no agreement was reached, the complaint 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.

Having done so, I agree with the outcome reached by the Investigator. I'll explain why.

Mrs E's policy provided for a replacement car of the same model and specification, if her car was less than 12 months old, damaged and the cost of repair was more than 59% of the current UK list price. Admiral agreed Mrs E's claim met these conditions, so arranged provision of the replacement car.

Admiral have provided evidence to show they ordered and delivered the correct car. They have acknowledged the specification is different and no longer included keyless entry and start technology. They have provided evidence that this is because the specification changed in October 2023 (post inception of the policy but prior to the claim).

So, whilst Admiral should have provided a car with the same specification under the terms of Mrs E's policy, I find they treated her fairly because they ordered the correct replacement car and changes in the car's specification by the manufacturer aren't something I can fairly hold Admiral responsible for.

However, Mrs E has also complained that the replacement car didn't have a distinctive red exterior moulding that her previous car did. The brochure Admiral have provided me with, which included the specification from October 2023, includes this red moulding as standard at the time. Admiral haven't provided any explanation as to why Mrs E's replacement didn't have this.

Admiral have said that Mrs E will have been provided with the brochure or specification list and will have approved the order form. However, the only brochure I have been provided with includes "*stylish red accents*" as standard for her model. Whilst she may have made no reference to wanting the red moulding, I don't think it is fair to have expected her to. She believed it was included as standard (as supported by the specification brochure) and there is no reference on the form to it not being included, so I wouldn't have expected her to question it.

I am not satisfied that Mrs E has experienced any financial loss through her replacement car not having the red moulding and being plainly coloured. I haven't been provided with any evidence to suggest the vehicle is worth less because of it. However, Mrs E has been consistent that the red moulding was desirable and preferable to her and so I think she should be compensated for being provided with a car that didn't meet the standard specification or requirements of the policy and the loss of expectation and inconvenience this caused. Considering the impact to her, I agree £500 compensation for this is fair in the circumstances.

### **My final decision**

My final decision, for the reasons set out above, is that I uphold this complaint and require Admiral Insurance (Gibraltar) Limited to put things right by paying Mrs E £500 for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs E to accept or reject my decision before 7 March 2025.

Yoni Smith  
**Ombudsman**