

The complaint

Mrs M complains about how delays from Admiral Insurance (Gibraltar) Limited (Admiral) led to her having a County Court Judgement (CCJ) made against her.

Any reference to Admiral in this decision includes their agents.

What happened

In September 2021 Mrs M had an accident in which her vehicle was in collision with a third party vehicle. Her vehicle was declared a total loss the following month. Admiral settled her claim, part to the finance company from whom the vehicle was leased and the balance to Mrs M. But there was a dispute over liability for the accident, Mrs M saying the third party admitted liability and she had a witness to support her view, but Admiral deemed it to be a 50/50 split of liability (which was rejected by the third party).

Admiral subsequently received notice of legal proceedings from third party solicitors (D) in March 2023. At that point Admiral should have instructed solicitors to accept service of the notice of proceedings and contact Mrs M to discuss the matter. However, this didn't happen. In June 2023 Mrs M contacted Admiral to tell them she'd been served with a notice directly from D. Mrs M was told by the call handler that Admiral would deal with the issue, instruct solicitors, and contact D, so she wouldn't be contacted again.

However, Admiral didn't instruct their solicitors (CCC) until August 2023. The delay meant the Acceptance of Service date was missed and a CCJ issued against Mrs M later in August 2023. CCC settled the judgement and payment to satisfy the CCJ was made by Admiral in September 2023. CCC applied to the Court for a Certificate of Satisfaction, but this hadn't been issued as of January 2024. Mrs M was told by CCC in January 2024 that the CCJ had been settled by Admiral in September 2023 and the Court asked to note the CCJ as satisfied and remove it from Mrs M's credit file. CCC were awaiting a Certificate of Satisfaction.

Mrs M was unhappy at having the CCJ made against her, affecting her credit record, when Admiral had told her they would deal with the issue before the CCJ was subsequently issued and that she wouldn't be contacted again.

Admiral upheld the complaint. In their final response issued in February 2024, they referred to the sequence of events leading to the issuing of the CCJ, its subsequent satisfaction and request for a Certificate of Satisfaction. Admiral said they'd requested an update from CCC. Admiral accepted their handling of the claim and communication had been poor and had it been better, delays could have been avoided and the CCJ placed on Mrs M's credit file also avoided. In recognition of their errors, Admiral awarded £750 compensation for the distress and inconvenience caused to Mrs M.

Mrs M then complained to this Service. She said Admiral had assured her they would deal with the court summons, but they didn't, and she was issued with the CCJ for missing the court date. Admiral again said they would deal with the matter, but didn't, meaning the CCJ was recorded on her credit file. Admiral's solicitor told her he was closing her file as he'd received a Certificate of Satisfaction, but this still left her with a negative credit rating. And

she'd been told the CCJ wouldn't be removed with just a Certificate of Satisfaction. She'd had a mortgage application declined for property purchase and a credit card limit had been reduced from £3,000 to £250. She was also no longer able to access other financial products. She wanted Admiral to have the CCJ removed from her credit file and compensation for the stress she'd suffered from what had happened.

Our investigator upheld the complaint, concluding Admiral hadn't acted fairly. He hadn't seen anything from Admiral or CCC to confirm the Certificate of Satisfaction had been sealed by the Court (a copy provided to Mrs M dated November 2023 hadn't been stamped by the Court and so wasn't a valid Certificate). Nor was there any evidence the CCJ had been removed from Mrs M's credit record. This led to the impacts Mrs M set out in her complaint.

To put things right, the investigator thought Admiral should provide Mrs M with a sealed Certificate of Satisfaction from the Court and ensure the CCJ was removed from all records relating to Mrs M and have the CCJ marker removed from her credit record. They should also provide Mrs M with a letter confirming these had been done. They should also pay Mrs M a further £750 compensation in addition to the £750 they'd previously paid to her.

Admiral responded to the investigator's view to provide a copy of a letter from CCC saying a sealed Certificate of Satisfaction had been received from the Court, and sent to Mrs M. But they didn't respond to the investigator's view and recommendations by the date requested, so the complaint has been passed to me to consider.

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.

My role here is to decide whether Admiral have acted fairly towards Mrs M.

The key issue in Mrs M's complaint are the delays from Admiral in responding to the Notice of Proceedings from D, initially served to them and then to Mrs M directly. The delays led to the CCJ being issued against Mrs M. While the CCJ was then satisfied, Mrs M didn't receive a sealed Certificate of Satisfaction, meaning the CCJ remained on her credit file. In turn that's adversely affected her ability to obtain credit and other financial products and services. Admiral accept their delays led to the CCJ being issued against Mrs M and settled the CCJ and paid compensation of £750. They say a sealed copy of the Certificate of Satisfaction has now been provided to Mrs M.

Looking at the sequence of events, it's clear – as Admiral accept – their errors led to the CCJ being issued against Mrs M. Had they acted promptly to respond to the Notices of Proceedings from D, both initially to them and then to Mrs M directly, I think the CCJ would not have been issued against Mrs M and the negative consequences for her credit record and ability to obtain credit and other financial products and services wouldn't have happened.

As these points aren't disputed, then the issue for me to consider is whether Admiral have done enough to put things right for Mrs M. Having considered the evidence and information available, I've concluded that they haven't.

Responding to our investigator's view, Admiral have provided a copy of the sealed Certificate of Satisfaction. The sealed Certificate was issued by the Court in May 2024. At this point, it's important to note that the remit of this Service doesn't extend to the actions of the Court and the time taken for a sealed copy of the Certificate to be provided. In any event, the actions of the Court aren't within Admiral's control – but nor are they in Mrs M's control. But the consequences are felt by Mrs M as she's set out and provided evidence for.

She's also provided evidence from credit agencies that her credit record still contains the CCJ and that simply providing a copy of the sealed Certificate of Satisfaction isn't sufficient for her credit record to be amended to remove record of the CCJ. Which, as I've set out, wouldn't have been issued against her in the first place had Admiral not caused delay and failed to deal with the matter as they accept they should have done.

Taking all these points together, I've concluded Admiral haven't acted fairly and reasonably towards Mrs M.

To put Mrs M back in the position she was (and should have been) before their errors, I think Admiral needs to do more. From what I've seen, Mrs M has been advised by a credit agency that to remove the CCJ they need to see a copy of a Court document confirming the CCJ doesn't properly belong to Mrs M. Mrs M would have to obtain the plaintiff's details from the Court and ask them to confirm to the Court that she wasn't the intended recipient. And once the Court then amends its records, a confirmation from the Court would be required to enable Mrs M to ask her credit record to be updated to remove the CCJ. Mrs M would also need confirmation from Admiral the debt in respect of which the CCJ was issued wasn't hers.

Taking all these points into account, Admiral should work with Mrs M, through CCC as necessary, to ensure that the CCJ is removed from all records relating to Mrs M and the CCJ marker removed from her credit record. And that the Court records have the CCJ entry against Mrs M removed from their register. Admiral should also issue a letter to Mrs M to confirm these actions, which she can share with credit agencies.

I've also considered the continuing distress and inconvenience to Mrs M from what's happened, including the impacts she's set out on a mortgage application, credit card limit and access to other financial products and services. None of these impacts would have happened had the CCJ not been made against her – which was due to delays and errors by Admiral. Given what she's described, I've concluded the impact has been significant on Mrs M, causing her substantial distress, upset and worry and with ongoing effects on her credit record, with the consequences I've set out.

Taking these points together in the circumstances of this case and the published guidelines from this Service on awards for distress and inconvenience, I've concluded Admiral should pay Mrs M a further £750 compensation for distress and inconvenience, in addition to the £750 total they've awarded (making a total of £1,500) and assuming Admiral have already paid the £750.

My final decision

For the reasons set out above, my final decision is that I uphold Mrs M's complaint. I require Admiral Insurance (Gibraltar) Limited to:

- Ensure that the CCJ is removed from all records relating to Mrs M and the CCJ marker removed from her credit record.
- Ensure that the Court records have the CCJ entry against Mrs M removed from their register.
- Issue a letter to Mrs M to confirm these actions, which she can share with credit agencies.
- Pay Mrs M a further £750 compensation for distress and inconvenience, in addition to the £750 they've already awarded (assuming they've paid the £750).

Admiral Insurance (Gibraltar) Limited must pay the compensation within 28 days of the date we tell them Mrs M accepts my final decision. If they pay later than this they must also pay

interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 27 February 2025.

Paul King
Ombudsman