

## **The complaint**

Mr M complains that Admiral Insurance (Gibraltar) Limited gave him incorrect information about recovering his motor insurance excess payment.

## **What happened**

Mr M claimed on his insurance after an untraced driver collided with his car while it was parked. He phoned Admiral to ask if his excess payment of £300 could be waived as a goodwill gesture but was told that could not be done. During the call, he was also told that he would be able to seek repayment from the Motor Insurers' Bureau (MIB). Mr M says that when he contacted MIB he was told that they were unable to make such payments.

Mr M complained to Admiral that he had been misled and had wasted his time contacting MIB. He felt that Admiral should reimburse him by paying his excess. Admiral told him that it had not promised that he would be able to recover his excess and had only given him a potential route to seek repayment. Unhappy with Admiral's response Mr M complained to this service.

Our investigator agreed with Admiral, explaining to Mr M that under the terms of his contract of insurance he was required to pay the excess and that Admiral were entitled to maintain that position. He also explained that, when providing contact details for MIB, Admiral had not made any promises to Mr M and had no commitment to refund his excess as a result of the response from MIB.

Because Mr M was unhappy with the view I have been asked to consider this complaint.

## **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 don't think that Admiral has done anything wrong and I therefore don't uphold Mr M's complaint. I will explain why.

It's clear that Mr M understands that his insurance contract requires that he pays the excess on any claim. He originally asked Admiral to refund this as a goodwill gesture because of his loyalty to the company. I've listened to the recording of the call between Mr M and Admiral and agree that he was told that he could claim the excess back from MIB. I don't know what link Mr M was sent, nor do I know what precisely he did himself when contacting MIB. But it's clear that his efforts to get his excess paid through that route were unsuccessful. I can understand why Mr M found this frustrating and feels that he was given false hope by Admiral.

It's not my role to consider the service offered by MIB but, rather, to decide if Admiral have treated Mr M fairly or not. But while Mr M says that he wasn't able to proceed with a claim through MIB without the other driver's details I am aware that it has schemes for making claims against untraced drivers as well as uninsured drivers.

It's apparent that Admiral sought to help Mr M by referring him to MIB. Whether his losses are capable of being claimed through MIB, or whether if they were he was successful or not in doing so, the fact remains that Admiral are entitled to stick to the terms of their contract and require that Mr M pays his excess on any claim. If I thought that Admiral had treated Mr M unfairly or acted unreasonably then I would be able to consider whether compensation should be paid by it. But, I don't think that is the case. While Mr M was given the impression that he would be able to recover his loss through MIB, he was made no promises by Admiral and they did not become liable to pay him when that wasn't possible. I've seen no evidence to suggest that Admiral acted in such a way as to make it appropriate for me to uphold this complaint or make any award to Mr M.

### **My final decision**

I do not uphold this complaint against Admiral Insurance (Gibraltar) Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 26 February 2025.

John Withington  
**Ombudsman**