

The complaint

Mrs B has complained about the service she has received from Admiral Insurance (Gibraltar) Limited (Admiral), following a third-party claim against her motor insurance policy.

What happened

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

- Mrs B's car was allegedly involved in an incident with a third-party, whilst her son was driving it.
- The third-party's insurer (TPI) contacted Admiral on 15 April 2024, to notify them.
- Both Mrs B and Admiral acknowledge there was correspondence in the meantime, as attempts were made to establish the facts.
- Mrs B then complained in June 2024, unhappy with delays and lack of claim updates.

Admiral issued a final response in July 2024, they acknowledged there had been delays in responding to Mrs B and that the claim was taking longer than they would like. They offered her £50 for the distress and inconvenience and a further £25 for taking too long to respond to the complaint.

Mrs B remained unhappy and brought her complaint to our service for an independent review. Our Investigator looked into it, he noted that Admiral had subsequently increased the offer by a further £150 (total £225). He thought this was fair and made it clear he was only reviewing the delays and issues up to the final response date in July 2024.

Mrs B didn't accept the offer that had been made.

As no agreement was reached, the case has been passed to me to reach a decision.

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 Investigator, that the offer Admiral have made is a fair one. Let me explain why.

Firstly, I would like to reiterate what our Investigator explained, that I am only reviewing the delays and issues up to the date of Admiral's final response, and their offer is up to that point. I am aware that Mrs B has raised a new complaint regarding ongoing delays and issues with the claim, that is being dealt with separately.

I can see from the evidence provided by both Mrs B and Admiral, that there were periods here where Admiral could have responded quicker. This includes not contacting Mrs B's son

once when they said they would (delaying progress by approximately a week). They also didn't update Mrs B after gathering her son's version of events.

However, I also note that Admiral had requested further information from Mrs B's son on several occasions in May and June 2024 without reply. This contributed to some of the time that was taken. Until a full version of events was given on 18 June 2024.

Overall, I think the new, total offer of £225 is a fair one and fairly recognises the impact on Mrs B of any issues up to the date Admiral sent their final response.

My final decision

The offer Admiral Insurance (Gibraltar) Limited have made to put things right of a further £150 (total £225) is a fair one. They should pay this to Mrs B, if they haven't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 4 April 2025.

Yoni Smith
Ombudsman