

## **The complaint**

Mr S says Admiral Insurance (Gibraltar) Limited didn't deal properly with a claim he made on his motor insurance policy and provided very poor service.

## **What happened**

Mr S reported an accident to Admiral on 12 June 2024 and complained about its service within a week. Admiral paid him £150 for its poor communication. Mr S complained again on 2 July 2024, largely about more poor service. Admiral paid him £200, plus £231 for the temporary insurance he'd taken out due to a delay / error on its part. It said it would look into his claim for 13 hours loss of earnings whilst without a car. Mr S made a third complaint (about being 'bounced around' between teams) and Admiral paid him a further £50 compensation. He made a fourth complaint on 16 July 2024 about poor customer service (including a promised call back not being made). He also said he hadn't been paid for the temporary insurance cover or loss of earnings. Admiral said the latter was being reviewed.

Mr S complained to us on 10 September 2024 about some of the issues above and others that he hadn't complained about to Admiral (such as the valuation of his car). One of our Investigators reviewed his complaint. He thought Admiral had responded appropriately to the service issues Mr S had raised and that the compensation it had paid for that was reasonable. He didn't think Mr S had been left without a car unreasonably, given that his car was a total loss, and that the settlement sum for it was paid quickly, on 21 June 2024. He noted that Mr S hadn't given us any details of the inaccurate information from Admiral that he said prevented him from insuring his new car. And the Investigator also noted that Mr S was able to obtain temporary insurance for that car, then full cover from elsewhere.

In response, Mr S said Admiral had said further redress was due but had gone back on its promise, although he'd provided all the evidence of loss of earnings it had requested.

## **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.

Mr S has commented on numerous matters, and although I've read everything provided by both parties, in this decision I'll concentrate on what I think are the main issues.

There's no doubt that Mr S faced a great deal of poor service from Admiral. For example, promised calls back to him weren't made, he was passed between departments, he had to call Admiral far too often, he spent a long time on the phone to it, its complaints logging was lacking - and he was given a quote that was wrong, as Admiral used the wrong details.

As Mr S had been in an accident - after which his car wasn't legally driveable and was a potential total loss - he was already facing a fair amount of stress, so the last thing he needed was to face an uphill struggle in dealing with his insurer. But the inadequate contact

from Admiral and its poor communication with him led to frustration, inconvenience and upset on his part from the outset. As that shouldn't have happened, it was for Admiral to put matters right. I think it made a reasonable attempt to do so by accepting that it was at fault and by offering him £600 in total compensation for distress and inconvenience.

Mr S didn't complain to Admiral about the valuation of his car, so I can't consider that issue. But the claim was settled very quickly, as the total loss payment was made on 21 June 2024. Although Mr S replaced his car, he was unhappy about not having had a replacement car in the interim. But the policy only provides for that if a car is authorised for repair by an approved repairer, and Admiral had decided that Mr S's car wasn't repairable.

Admiral accepted that there was some delay when Mr S sought a quote from it to insure his new car, due to its error. That was one reason that it paid him compensation for distress and inconvenience. And it also paid Mr S for the temporary cover he took out instead. In the end, Mr S got cover from another insurer, so (despite our query to him for clarification about it) in my opinion it isn't clear why he says inaccurate information from Admiral prevented that.

In terms of the 13 hours loss of earnings Mr S claimed for, Admiral said it was reviewing the matter, with a view to reimbursing Mr S, subject to evidence. On 15 August 2024 it acknowledged that he'd sent it dated payslips. It asked him to send a dated document showing when he was unable to attend work. Admiral says Mr S didn't send in the further information, so its review went on hold. We asked Mr S to forward to us any reply he'd sent to Admiral. He referred to an email he'd sent to it on 22 August 2024, in which he told it he'd already provided all the details it needed (such payslips, dates of pay, and hourly rate). But in my opinion it's for Admiral to decide what it requires, and it told Mr S it needed something such as a letter on headed paper from his employer, to cross reference with his payslips.

We don't have a copy of the information Mr S sent to Admiral initially (we asked him to copy the email and attachments to us, but he didn't do so). Consequently, I can't comment on whether the details he sent should have been enough for Admiral to agree to reimburse him for the lost hours. The fact is that Admiral requires more evidence, and on the face of it, I don't think a request for a letter from Mr S's employer is unreasonable. So I can't say that Admiral has acted unreasonably in respect of this issue. Based on the correspondence I've seen, it will pay any sum it thinks is due to Mr S once I has all the evidence it needs.

I know Mr S will be disappointed with my decision, but I think Admiral made a reasonable attempt to put matters right in relation to the issues I've been able to consider, and it seems that it's open to reimbursing him further. Consequently, I can't uphold Mr S's complaint.

### **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 S to accept or reject my decision before 14 May 2025.

Susan Ewins  
**Ombudsman**