

## **The complaint**

Mr S is unhappy with the way Admiral Insurance (Gibraltar) Limited handled a claim against his motor insurance policy.

## **What happened**

On 25 August 2024, Mr S was unfortunately involved in a car accident and logged a claim the following day.

On 3 September 2024, Admiral's adviser called Mr S to ask him for more information about how the incident took place. As part of this call, the adviser said she'd been informed someone involved in the incident may have experienced life changing injuries, and the drivers were racing. In response, Mr S said he wasn't racing or aware of anyone that was seriously injured. He also said he was due to attend his local police station that evening to discuss the incident and he would let her know how it went. The adviser asked him to try and get the contact details for the police officer, and said she wasn't sure who had informed Admiral the drivers may have been racing. The call ended with the adviser suggesting they speak again following the visit with the police.

After fully investigating the matter, Admiral accepted the claim and paid Mr S a cash settlement to reflect the market value of his car. This process took 22 days in total, and Mr S didn't have a courtesy car during this time.

Mr S complained to Admiral as he said the claim settlement was delayed as a result of the false accusations put to him during the above call, and he felt discriminated against because of his race. He also said he'd been racially profiled at the scene of the incident, so he was disappointed Admiral had done the same thing.

Admiral issued two final responses about this matter, and paid Mr S £200 compensation to apologise for any upset he experienced during the above call. Mr S wasn't happy with this and said the compensation shouldn't have been put in his account. He then raised his complaint with our service as he said he was concerned it hadn't been treated seriously.

An investigator then considered the complaint. On providing their complaint file, Admiral's complaint handler informed her they didn't think they had done anything wrong. They also explained the suggestion that someone had experienced life changing injuries in the incident, and the cars were racing had come from the recovery agent that had collected Mr S's car.

After listening to the above call, our investigator concluded the adviser had acted in a fair and reasonable manner. She said, the adviser didn't accuse Mr S of anything, but simply asked him questions to try and understand what happened. She also said it was reasonable for Admiral to investigate the claim, and she was satisfied they would treat any customer in similar circumstances in the same way. She also didn't find any evidence of avoidable delays progressing the claim. Lastly, she acknowledged the inconvenience Mr S experienced as a result of not having a courtesy car, but said he wasn't entitled to one under the policy terms.

Mr S then requested a final decision. He said he understood the reason he wasn't entitled to a courtesy car. However, his complaint was all based on the fact his claim settlement was unfairly delayed due to the false accusations that were made against him. He also said it was unreasonable for Admiral to have relied on comments from the recovery agent given they aren't a professional body such as the police.

Our investigator's opinion remained the same, so I've considered the complaint afresh.

### **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 don't uphold this complaint for the following reasons:

- Mr S feels Admiral have discriminated against him given the problems he experienced with the claim. I'm really sorry Mr S feels that way but having looked at all the evidence I don't think Admiral have acted unfairly or unreasonably. Like our Investigator, I have taken the Equality Act 2010 into consideration, but I've ultimately decided this complaint based on what's fair and reasonable. I'm not able to make a finding on whether Admiral discriminated against Mr S. If Mr S wants a decision that says Admiral have breached the Equality Act 2010, he'd need to go to court.
- Insurers have an obligation to fully investigate the claims they receive, before arranging a settlement. As such, I don't think it was unreasonable for them to follow up on the concerns that had been raised by the recovery agent. Having listened to the claim call, I note that its main purpose was for the adviser to ask Mr S what happened, and to gain his version of events. I didn't hear the adviser accuse Mr S of anything, but she did explain what she had been told and highlighted the importance of evidence and the police investigation. I also note that her manner was polite, professional, and friendly throughout. So, while I appreciate the reasons Mr S found this call upsetting, I don't think the adviser did anything wrong, and she treated Mr S, in the same way as any other customer in similar circumstances. Admiral have paid Mr S £200 compensation to reflect the upset he experienced as a result of this issue, and under the circumstances I wouldn't reasonably expect them to do anything more.
- Admiral took a total of 22 days to investigate Mr S's claim before offering him the cash settlement. I appreciate Mr S would have preferred for this to have taken place sooner, and this was particularly upsetting as he wasn't entitled to a courtesy car. However, I'm satisfied it was appropriate for Admiral to investigate his claim, and I don't think this timescale was unreasonable based on all the circumstances.
- I'm satisfied Admiral treated Mr S's complaint seriously as they investigated his concerns and provided him with two final response letters. I also don't think they did anything wrong by paying the £200 compensation into his bank account. Admiral's complaint handler took that action, as they felt the compensation was payable, and it didn't impact Mr S's right to raise a complaint with our service.

### **My final decision**

My final decision is 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 18 April 2025.

Claire Greene  
**Ombudsman**