

## **The complaint**

Mr D complained about how Admiral Insurance (Gibraltar) Limited handled a claim on his car insurance policy.

Throughout the claim and complaint process, Mr D has had a representative helping him. In this decision, any reference to Mr D includes the actions and comments of his representative.

## **What happened**

Mr D took out a policy with Admiral in early June 2022. In late June 2022 Mr D was unfortunately involved in an accident. Mr D contacted Admiral to raise a claim. Mr D's car was returned to him in early December 2022.

Mr D was unhappy with how long it took for the claim to be resolved. Mr D was also unhappy with the service he'd received during the claim. He said the communication was poor, Admiral declined to repair part of his car which he believed was damaged in the accident and he was given a small courtesy car. Mr D raised a complaint with Admiral.

Admiral upheld Mr D's complaint. Whilst they didn't agree they'd done anything wrong regarding the repairs and courtesy car, they agreed there had been some service failings and awarded Mr D £150 compensation. Mr D didn't think this was enough for the distress and inconvenience caused and so brought the complaint to this service.

Our investigator upheld this complaint. They agreed the compensation wasn't enough for the distress and inconvenience caused. They asked Admiral to pay an additional £100 compensation. Admiral accepted our investigator's outcome. Mr D appealed. He still didn't think the compensation was enough. As no agreement could be reached, the complaint has been passed to me to make a final 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.

When considering complaints such as this, I need to consider the relevant law, rules and industry guidelines. The relevant rules, set up by the Financial Conduct Authority, say that an insurer must deal with a claim promptly and fairly, and not unreasonably decline it. So, I've thought about whether Admiral acted in line with these requirements when it declined to settle Mr D's claim.

Having done so, and whilst I appreciate it'll come as a disappointment to Mr D, I've reached the same outcome as our investigator for the same reasons.

At the outset I acknowledge that I've summarised his complaint in far less detail than Mr D has, and in my own words. I'm not going to respond to every single point made.

No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. The rules that govern the Financial Ombudsman Service allow me to do this as it's an informal dispute resolution service. If there's something I've not mentioned, it isn't because I've overlooked it. I haven't. I'm satisfied I don't need to comment on every individual point to be able to reach an outcome in line with my statutory remit.

I've provided my findings on each of the complaint areas below.

## **Repairs**

Admiral informed Mr D they'd completed the repairs in late July. However, Mr D complained that a warning notice was appearing on the car. Admiral advised Mr D this wasn't related to the accident as reported by their in-house engineer. Mr D was still unhappy and Admiral agreed to arrange an independent engineer report. This report concluded that the issues Mr D complained of weren't accident related.

Based on the evidence provided, I don't think Admiral have acted unreasonably in not repairing all damage to the car.

## **Courtesy Car**

Whilst Mr D was provided with a courtesy car that was similar to his car initially, this was changed during the repair process to a smaller vehicle. The policy terms set out what Mr D is entitled to under his policy:

*"The courtesy car is not intended to be a like for like replacement for **your vehicle**. It will typically be a small hatchback."*

In line with the policy terms, I can't say Admiral acted unreasonably by providing Mr D with a small courtesy car during the repairs.

## **Delays**

Admiral agreed there had been delays with his claim.

Mr D's claim was raised in late June and he was first contacted that repairs had been completed in late July. I don't think there were any unreasonable delays during this period. Mr D disputed that part of his car hadn't been repaired. As set out above, whilst Admiral hadn't done anything wrong by not repairing this part, they needed to complete their review in a reasonable fashion. Claim notes record Admiral offering Mr D an independent inspection in early September. This inspection didn't take place until late October and his car wasn't returned until early December. So, I do agree there were some delays in how this aspect was dealt with. I've included this in the compensation awarded which is set out in more detail below.

## **Communication**

Admiral also agreed that the communication with Mr D could have been better.

Having reviewed the contact notes, I can see that Mr D was required to call Admiral on several occasions for an update on his complaint. I can also see that Mr D was promised a call back but one wasn't provided. Admiral also didn't log a call with Mr D in their notes which led to confusion about Mr D being offered an independent inspection. So, I do agree the communication by Admiral wasn't good enough. I've also included this in my compensation award below.

I appreciate that Mr D must have been frustrated and felt humiliated having to chase Admiral for updates, not have call backs when promised and being told by staff that they hadn't agreed to an independent inspection. Although this is a distilled version of events, I've considered everything in the round, and I think Mr D has been caused an unreasonable amount of distress and inconvenience which has required a reasonable amount of effort to sort out. In line with our website guidelines, I think the additional £100, making a total of £250 compensation, awarded by our investigator is fair and reasonable in the circumstances.

Mr D has said that he doesn't think the compensation is enough. He's said there are issues still ongoing. He said he was in a courtesy car for too long instead of not having his own car. He's also said he's had to pay his excess and to repair his clutch.

I'm sorry to hear that Mr D still has ongoing issues. In this complaint, I can only look into issues up until he complained to Admiral. If Mr D has further issues, he'll need to raise these as a new complaint with Admiral. I agree that Mr D was in a courtesy car for too long. However, Mr D was insured to drive the courtesy car through his insurance policy. The compensation award includes the loss of enjoyment of not having his car during the periods of delay. Mr D has an excess on his insurance policy and in line with the terms and conditions, Admiral are allowed to charge him an excess in the event of a claim. As per above, I don't think Admiral unfairly declined to repair his clutch as it wasn't deemed to be accident related. So, Mr D having to pay his excess and for the repair of his clutch wouldn't warrant an award of additional compensation.

### **Putting things right**

Admiral should pay Mr D a total of £250 compensation.

### **My final decision**

For the reasons I've explained above, I uphold this complaint and direct Admiral Insurance (Gibraltar) Limited to put things right by doing as I've said above, if they haven't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 3 April 2025.

Anthony Mullins  
**Ombudsman**