

The complaint

Mr M has complained about the poor service and delays he says Admiral Insurance (Gibraltar) Limited caused when he made a claim under his car insurance policy.

What happened

Mr M's car was stolen and recovered the same day in June 2024. Mr M arranged for his recovered car to be taken to his preferred garage. Repairs to his car were authorised by Admiral in September 2024.

Mr M made a series of complaints to Admiral. Admiral upheld some of Mr M's complaints. It accepted it had at times caused delay in authorising repairs. Over a series of responses, Admiral paid Mr M a total compensation award of £610 for the distress and inconvenience it had caused.

Mr M remained unhappy and asked us to look at his complaint. He says while Admiral has made 'apology' payments, he wants it to refund the insurance premium he paid and reimburse him for the finance payments he made for his car while he wasn't able to use it.

One of our Investigators didn't recommend the complaint should be upheld. He thought the compensation Admiral had paid was reasonable and enough to resolve the complaint for its part in the delays caused. But he noted that some of the delays were outside of Admiral's control as it needed information from the preferred garage, and it took longer for parts to arrive for repairs. The Investigator saw that Admiral had provided Mr M with a hire car.

He explained that as Admiral had provided a benefit of cover under the policy, Mr M wasn't entitled to any refund of premium. And any finance agreement Mr M had with a third party for his car was outside of Admiral's consideration as his insurer.

Mr M doesn't agree and wants an ombudsman to decide.

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 things go wrong, we look at what the impact was, for how long and what an insurer did to put things right.

Having to deal with a claim will cause inconvenience and some of our own time having to deal with calls, garages and providing additional information. Fortunately, having to make a claim isn't an everyday occurrence. But I think it's reasonable to expect an inevitable amount of disruption and time when this happens.

I've looked at the timeline from both parties and there's no dispute that there were times when Admiral caused delay in authorising repairs to Mr M's car. However, some of the delays were outside of Admiral's control. I can see that it requested and chased Mr M's

preferred garage for an estimate and images so that it could authorise either repairs - or settle Mr M's claim as a total loss. There has been a delay due to the preferred garage awaiting a part from the manufacturer. This isn't something within Admiral - or the preferred garages' - control.

For the delays caused I think the compensation total of £610 which Admiral has paid Mr M is reasonable and in line with awards we give in similar cases.

Admiral has provided indemnity under the policy and met its obligations by dealing with the claim. So Mr M isn't entitled to a refund of the insurance premium he paid. And any finance agreement Mr M has to fund his car isn't something Admiral is responsible for. I appreciate Mr M has been without the enjoyment of his car during this time. But Admiral is responsible for some delay and poor service. It provided Mr M with a hire car before it had authorised repairs and I find it has compensated Mr M fairly for in the distress and inconvenience it caused him.

So this means I'm not asking Admiral to pay any more.

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 M to accept or reject my decision before 9 July 2025.

Geraldine Newbold
Ombudsman