

The complaint

Miss S complains about how Admiral Insurance (Gibraltar) Limited handled a claim she made on her motor insurance policy.

Reference to Admiral includes its agents.

What happened

Miss S held a motor insurance policy with Admiral. After being involved in an incident she made a claim for the damage to her vehicle in March 2022.

The claim was discussed over the phone and Miss S chose Admiral's non-fault service.

This meant that instead of claiming on her own policy, she'd be using an accident management company (AMC) who I'll call Z to arrange repair for her vehicle and claim the costs directly from the other driver's insurer.

Almost two months later in May 2022, Miss S hadn't heard anything so contacted Z. Miss S says she received no response.

In October 2022, Miss S's car, still unrepaired failed its MOT. Miss S says she contacted Admiral to let it know of the outstanding claim.

Admiral referred Miss S back to Z in November 2022.

In March 2024, the other driver involved in the accident made a claim for their costs holding Miss S liable for the accident.

Admiral contacted Miss S to inform her of this and to see whether she was prepared to attend court to defend the claim. At this point that Admiral took over the claim and arranged for any outstanding repairs to Miss S's car to be completed.

Miss S complained to Admiral about its handling of her claim (or its lack of handling it). She said she was never told that by choosing to use Z, Admiral would have no further involvement in the claim. She said even so, Admiral missed multiple "red flags" and should have stepped back in to take control of the claim much earlier. She's also worried that Admiral's failure to deal with her claim is what led the third party to make its claim against her.

Admiral acknowledged it could have been clearer when explaining Miss S's options and what choosing to use Z meant. But it said it wasn't responsible for Z's actions. It said it did what it should have done when it referred Miss S back to Z when she contacted it in October 2022.

It said when it received the third party claim, it acted quickly and at that point took over the claim. It said it had no reason to do so earlier having not heard from Miss S after it referred her back to Z.

It sent Miss S a cheque for £50 for any upset caused by its referral to Z.

Miss S didn't think this was fair and brought her complaint to us. She also said that after Admiral sent its final response, she had to attend court and was found liable for the accident.

Our Investigator explained we could only look at events leading up to Admiral's final response letter. He said anything after that would need to be a separate complaint.

Turning to what he could look at, our Investigator didn't recommend Miss S's complaint be upheld. He said he'd not been provided evidence of the call where Admiral referred Miss S to Z. But thought that its correspondence following the call made it clear that it would no longer be dealing with her claim and that Z would be.

He thought Admiral referring Miss S back to Z when she contacted it in October 2022, was a reasonable action and that because there was no record of further contact from Miss S, it had no reason to think the claim wasn't being progressed or that Miss S had issue with it.

Our Investigator didn't think it was likely that the unprogressed claim was the cause of the third party making their claim against Miss S. And he thought that when Admiral became aware of the third party's claim, it acted reasonably to try and resolve it and also to arrange repairs to Miss S's car.

Miss S didn't agree; she thought Admiral should have done more and it was clear she wanted its help. She asked for an Ombudsman's 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'm not upholding it. I'll explain why.

Like our Investigator set out, we're not able to look into the actions of Z as an AMC.

My role is to look into Admiral's actions.

Miss S has said Admiral didn't make it clear that by using Z it would have no involvement in the claim.

I've not been able to hear the call where Admiral referred Miss S to Z. So I can't possibly say Admiral did what it needed to do to make that, and the other benefits and drawbacks of using Z, clear to Miss S as it should have.

But I've seen an email following that call, and that email I am satisfied is clear. It says: *"You have chosen to use [Z] for repairs and a replacement vehicle. This means the claim on your Admiral Insurance policy is now finalised as [Z] will deal with your claim in full."*

Based on this I think it was clear that Admiral would have no further involvement in Miss S's claim.

In situations like this, even where a claim is being handled by an AMC such as Z, we'd expect an insurer to "take back" the claim if the claim with the AMC wasn't able to proceed for whatever reason.

I appreciate Miss S has said Admiral should have spotted "red flags" with her claim and taken it over. But I'm not persuaded that's the case. I think when she contacted Admiral in

October to let it know about her failed MOT and the outstanding claim, Admiral passing her back to Z was a reasonable action to take. I don't think that was enough to initiate it taking back the claim.

Following this, there's no record of Miss S contacting Admiral until it contacted her in March 2022. I appreciate Miss S has said she was navigating difficult personal circumstances at the time. But I'm not persuaded there was anything to indicate to Admiral that more needed to be done. It wouldn't have been informed the claim was settled, because it was (or should have been) made directly to the third party.

Like our Investigator, I'm not persuaded any delay in this claim caused or initiated the claim from the third party. Had the claim been progressed earlier, I think it's more likely the third party would have defended it, and alleged Miss S was at fault and not it, at the point the claim was made.

Once Admiral received the third-party claim, it contacted Miss S promptly. It's at that point it became aware Miss S's repairs were still outstanding. I'm satisfied once it knew this, it arranged for them to be carried out in a reasonable timeframe.

Overall, I'm satisfied the £50 Admiral sent was reasonable compensation. I don't find that it missed any obvious signs that it needed to get involved in this claim earlier. I think once it found out the repairs were outstanding it quickly rectified that situation. And, while I can't say the referral was as clear as it needed to be, I'm satisfied the information following it was, and overall, Miss S was given enough information to make it clear that Z, and not Admiral would be taking her claim forward.

My final decision

For the reasons set out above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 1 August 2025.

Joe Thornley
Ombudsman