

The complaint

Mr H has complained about the poor service he received from Admiral Insurance Company (Gibraltar) Limited when he made a claim under his car insurance policy.

What happened

Mr H was involved in an incident and his car was damaged. He made a claim to his insurer Admiral.

Admiral settled Mr H's claim as a total loss as it wasn't economical for it to repair. In August 2024 it paid Mr H the market value for his car and arranged for it to be salvaged.

However, in July 2024 Mr H had asked Admiral for the category of salvage as he was interested in retaining his car. But Admiral didn't follow this up as agreed. The next time it contacted Mr H about his car was a month later to tell him his car had been sold for salvage.

In October 2024 Mr H received a letter from the police with the intention of prosecution as the salvaged car had been identified on camera without tax and insurance.

Mr H contacted Admiral to complain. He said he was shocked to discover that his written off car was back on the road. He said he would have preferred to have kept his car and had it repaired.

In November 2024 Admiral upheld Mr H's complaint. It agreed Mr H had asked for information about retaining the car in July 2024, but Admiral hadn't replied to him. For the distress and inconvenience caused, Admiral paid Mr H £200 compensation.

Mr H remained unhappy and asked us to look at his complaint. He said the compensation paid wasn't enough to resolve his complaint.

One of our Investigators recommended Admiral insurance the compensation it paid by a further £200, so £400 in total. He said Admiral had caused distress and inconvenience in its poor handling of the claim. He said Mr H had completed the transfer of registered keeper documents with the salvage agent details in July 2024. The Investigator explained that as Admiral's agent, it should have processed the transfer of the car sooner, which would have prevented Mr H from being contacted by the police in October 2024.

Admiral didn't agree. It provided a copy of reminder emails it sent to Mr H on 19 July 2024 and 27 August 2024 to send the registration documents to the DVLA with the salvage agent's details.

I asked Mr H to provide evidence of the date he updated the DVLA with the change of ownership of the vehicle. Mr H provided a copy of an acknowledgement email dated 23 July 2024 confirming 'notification of new keeper' from the DVLA.

The salvage agent has confirmed it sold Mr H's vehicle on 13 August 2024. It says it hadn't received an updated registered keeper document from the DVLA at this time.

I issued a provisional decision on 9 April 2025. I didn't think Admiral or its agent had acted unreasonably as I couldn't see it was responsible for the letter Mr H received from the police.

Admiral didn't respond to my provisional decision. Mr H says the letter from the police brought to his attention that his car was salvageable and roadworthy, and reminded him of

the accident, which caused him anxiety. He remains unhappy that Admiral didn't give the option to keep his car to him.

So the case has been passed back to me 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.

I understand Mr H remains unhappy with the way Admiral handled his claim. But I think Admiral has done enough to resolve this complaint for Mr H. And so my final decision is on the same lines as my provisional decision.

At the time of Mr H contacting this service in November 2024, Admiral had responded to the following complaints:

- That Admiral had failed to let Mr H know if he could keep his car rather than writing it off and;
- Admiral was responsible for Mr H receiving a police notice in relation in October 2024 as the vehicle was back on the road.

In January 2025, Admiral responded to further complaints which Mr H raised. These were:

- The total loss settlement wasn't enough.
- Admiral hadn't updated Mr H about the liability stance under his claim.
- Mr H had to contact Admiral to chase witnesses.
- Admiral hasn't refunded Mr H's excess to him.

In Mr H's responses to the Investigator's view, he has referred to the complaints Admiral responded to in January 2025. My decision relates to the complaints Admiral responded to in November 2024.

Admiral accepts it failed to update Mr H when he asked to be notified if his car could be retained by him. I agree this is poor service by Admiral. I can understand Mr H's upset when he received Admiral's email dated 27 August 2024 confirming his car had been disposed of by the salvage agent. So Admiral failed to give Mr H the opportunity to buy his car back. And the fact is Mr H's car was sold by the salvage agent and returned to the road. We know this because Mr H received a police notice in October 2024 that the vehicle had been identified on camera as being driving without insurance in September 2024.

Admiral apologised to Mr H for failing to update him on whether he could retain his car. It said it provided feedback to the agent involved and paid Mr H £200 compensation for the distress and inconvenience caused. I think this is fair and reasonable.

The remaining issue for me to decide is whether Admiral or the salvage agent acting on its behalf caused distress to Mr H when he received a police notice in October 2024.

Mr H has shown that he contacted the DVLA to change the registered keeper of his vehicle in July 2024. As Admiral explained, this was Mr H's responsibility to update the DVLA with the salvage agent's details. If processed correctly, Mr H should have received confirmation in writing a few weeks later from the DVLA. And if processed correctly by Mr H and/or the DVLA, the police notice would have been sent to the salvage agent, not Mr H.

In order for me to say that the salvage agent did anything wrong, and assuming Mr H and the DVLA processed the change of vehicle registration correctly, I would need to see that the agent incorrectly transferred the registered keeper of the vehicle back to Mr H after 23 July 2024. However, even if it had done this, Mr H would have received a new V5 registration

vehicle document from the DVLA. I'm happy to consider any further evidence Mr H may have.

As things stand, I don't have anything to show that Admiral or the salvage agent caused the incorrect issue of a police notice to Mr H in October 2024. So it follows that I can't ask Admiral to compensate Mr H for the distress caused by the same notice.

As I've said, this decision doesn't look at the issues Admiral responded to on 17 January 2025.

My final decision

My final decision is that I don't uphold this complaint. I think Admiral's compensation award of £200 for the distress and inconvenience caused by failing to let Mr H know if he could buy his car back is reasonable. I haven't seen anything to show Admiral or the salvage agent caused the distress that arose from Mr H receiving a police notice in October 2024.

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

Geraldine Newbold
Ombudsman