

## The complaint

Mr V has complained about the way Admiral Insurance (Gibraltar) Limited ('Admiral') dealt with a claim he made on his motor insurance policy.

## What happened

I issued a provisional decision on this complaint earlier this month. An extract from that decision follows:

*"Mr V made a claim on his motor insurance policy after his car was stolen in May 2024. The car was eventually recovered and taken to a police compound. Mr V was unhappy with Admiral causing delays in initially collecting the car and taking it to a repairer and said it also failed to keep him updated. He also said it delayed providing him with a courtesy car.*

*Mr V complained to Admiral in June 2024. Admiral upheld the complaint and offered Mr V £200 compensation.*

*Mr V said that in July 2024 he was informed that the car was still in a police compound as the repairers didn't have a key to collect it. This meant that he had to drive two hours to deliver the key to them. Once the vehicle was with the repairer it said that it required Mr V to go back in person and inspect the car. Admiral said that it couldn't reach Mr V for a long time so it wrote to him and said it wouldn't be able to progress his claim.*

*In August 2024 Mr V complained to Admiral about the repairers not being able to offer him a video inspection and about its lack of updates and said he had to continue to make monthly finance payments despite not having his car back. Admiral upheld the complaint and offered Mr V a further £150 compensation which he didn't accept.*

*Mr V then brought his complaint to our service in October 2024 and said he still had no updates as to what was happening with the car. He said the compensation Admiral offered him wasn't sufficient to cover the time he lost and the stress he suffered. He wanted compensation for those errors as well as an apology letter. He said he suffered losses of £2,500 over the period when he was without his car which included car finance payments and lost earnings.*

*While the complaint was with our service, Mr V said the car was returned to him in December 2024 with scratches so it was taken back to the garage and eventually returned to the company it had been leased from.*

*One of our investigators reviewed the complaint and thought Admiral should pay Mr V £500 compensation for the delays and inconvenience it caused him in addition to the £150 it*

already offered. She said this included the fact that the car was returned with faults and had to go back for further repairs. She added that as the £200 compensation was already accepted, she didn't consider issues which preceded that offer when considering this complaint.

Admiral didn't agree and said it felt the £350 it offered already was adequate compensation for the issues Mr V experienced.

As there was no resolution, the matter was referred for an ombudsman's decision and passed to me to decide. Before I went ahead with my decision, I asked the parties for some further information. I asked Admiral to provide its comments in relation to events that happened after its August 2024 final response letter and specifically in relation to the car being returned in December 2024 with scratches and having to go back to the garage. I also asked Mr V what the £2,500 loss he suffered consisted of and if it was in relation to his lease payments. I also said that if he was claiming for loss of earnings this is something he would have to provide evidence for as well as show that he tried to minimise those losses.

Mr V didn't respond by the deadline set by our investigator. Admiral provided an engineer's report and also some more of its case notes.

### **What I've provisionally 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.

Mr V reported the incident on 22 May 2024 and was notified that the car had been recovered by the police a few days later. He informed Admiral who said it would arrange a collection as soon as possible. Mr V chased Admiral on 10 June 2024, and it apologised that no progress was made in relation to recovering the car. Mr V said he needed a courtesy car as he has a young child and needs to take them to nursery. Admiral upheld Mr V's complaint two days later and offered him £200 compensation. I think this offer was fair and reasonable and note that Mr V has already accepted it.

Admiral says that Mr V was responsible for delays until 9 July 2024 as he delayed providing the key so the car could be recovered to the garage for repairs. Admiral said Mr V was also responsible for further delays as he didn't get in touch with it regarding the inspection until 9 August 2024 and only after it threatened to cancel the repairs. From the evidence available to me, I can see that both Admiral and the repairers were trying to get in touch with Mr V over that period but there was no response. I note that Mr V said he was himself chasing Admiral and the repairers in July and August 2024 but, on balance and based on what I have seen, I think Mr V didn't contact Admiral until August 2024 after he received its letter threatening to cancel the repair. So, I don't think Admiral was responsible for delays over that period.

Mr V said he was the only one calling for updates and, in the meantime, was making finance payments without being able to use his car. Admiral accepted that it hadn't always communicated with him as well as it should have. Mr V also asked for a virtual inspection which Admiral tried to arrange but as this wasn't possible Mr V said he had to go and inspect the car which required him driving two hours to the garage. Admiral said that a walkaround

*was necessary to determine damage which was caused by the incident and damage which may have been pre-existing. But it apologised that it initially gave Mr V misleading information in relation to this and offered him £150 compensation which he rejected. I thought this offer was fair and reasonable in the circumstances, and in doing so I also considered that Admiral wasn't responsible for most of the delays over July and at the start of August 2024.*

*I also agree with Admiral that it wasn't responsible for Mr V's monthly car finance payments and, in any event, I expect that these would have gone towards his final balance so he will have benefited from making these payments. Mr V also said that he suffered a loss in his earnings but hasn't provided any evidence in support, so this isn't something I am able to make an award for. Even if he had, I'd still require evidence to show that these are losses that couldn't be mitigated.*

*Mr V brought his complaint to us in October 2024, before his car was returned to him. He has since told us that when the car was returned in December 2024, it was scratched and had to go back to the garage. As Admiral hasn't formally responded to this part of the complaint I asked for its comments. Admiral has provided an engineer's report as well as further notes. From what I can see there were several delays after Admiral's August 2024 final response. And it appears that they were caused mainly by Admiral. For example, I see that the repairers were chasing for an authorisation on 11 September 2024 as the car had been with them for 49 days already and no action had been taken. Also, it seems the car was booked in for a health check on 20 September 2024 but from the engineer's report it appears that repairs weren't carried out until the end of November 2024. The report also shows that the car was returned to the repairers around January 2025 as there was some damage to the tailgate. Based on this, I think there was a further five-month delay in addition to the fact that the original repairs were not completed to a good standard. I think this would have caused Mr V significant distress and inconvenience and for this reason I think Admiral should pay him a further £500 compensation.*

*Mr V also asked for an apology letter, but I don't think that a delayed and forced apology would have much meaning at this point.*

### ***My provisional decision***

*For the reasons above, I am considering upholding this complaint. Admiral Insurance (Gibraltar) Limited must pay Mr V £500 compensation for the distress and inconvenience it caused him in addition to the £150 it offered which it must also pay now. This is also in addition to the £200 it has already paid."*

Mr V responded to my provisional decision and said that he never accepted the £200 compensation he had been offered. He said Admiral sent him a cheque which he didn't cash. He said he only accepted the £150 offer.

Admiral didn't respond to my provisional decision but as the outcome wasn't different to the outcome reached by our investigator I decided to proceed with my 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.

Mr V said he never accepted the £200 offer but only the £150. In my provisional decision I said I was considering awarding Mr V £500 compensation for the distress and inconvenience he was caused by Admiral. This was in addition to the £150 and £200 Admiral had offered previously. As I said in my provisional decision I thought the £200 offered by Admiral for the initial delay in recovering Mr V's car was fair and reasonable. If Mr V hasn't received those payments Admiral must pay those amounts to him now in addition to the £500.

The rest of my findings remain the same as they were in my provisional decision and now form the findings of this, my final decision.

### **My final decision**

For the reasons above, I am upholding this complaint. Admiral Insurance (Gibraltar) Limited must pay Mr V £500 compensation for the distress and inconvenience it caused him in addition to the £150 and £200 it already offered. Admiral Insurance (Gibraltar) Limited must also pay the £150 and £200 it offered Mr V if it hasn't already, or if it has paid part of this it must pay the balance.

Admiral Insurance (Gibraltar) Limited must pay the compensation within 28 days of the date on which we tell it Mr V accepts my final decision. If it pays later than this it must also pay interest on it from the deadline date for settlement to the date of payment at 8% a year simple.

If Admiral Insurance (Gibraltar) Limited considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr V how much it's taken off. It should also give Mr V a tax deduction certificate if he asks for one so he can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr V to accept or reject my decision before 16 June 2025.

Anastasia Serdari  
**Ombudsman**