

## **The complaint**

Miss D complains about how Admiral Insurance (Gibraltar) Limited (“Admiral”) dealt with a claim for the theft of her car under her motor insurance policy.

## **What happened**

Miss D had a car insurance policy with Admiral.

Her car was stolen from outside her house in September 2024 after the thieves broke into her house. She contacted Admiral and made a claim. It told her that it would start to treat her claim as stolen and unrecovered.

After about three weeks, her car was recovered by the police. About ten days later it was assessed by a repairer. Admiral assessed the report and thought it would be written off. This process (from discovery to write-off) took a further seven weeks, until mid-November.

Admiral then said Miss D was entitled to a replacement car under its New Car Replacement cover. Miss D asked why this hadn’t been pointed out earlier, as her car was less than 12 months old and she’d been told it was going to be treated as stolen and unrecovered several weeks before. She’d continued to make payments under a finance agreement.

She complained to Admiral. It agreed it hadn’t communicated well with her and paid £300 compensation.

Miss D brought her complaint to this service. She complains that Admiral wasn’t helpful during a stressful period and didn’t give her the right information at the correct time. She doesn’t think the compensation it offered is enough.

Our investigator looked into it and thought it would be upheld. He thought Admiral should have told Miss D about the New Car Replacement scheme earlier in the process, and this had caused her distress. He thought it should pay an additional £100 compensation. But he thought Admiral didn’t need to pay towards her finance agreement. Miss D identified some transport costs she’d incurred because she didn’t have a car, and our investigator said he thought Admiral should pay her £52.33 for these.

Admiral didn’t agree with the view. It said it needed to assess Miss D’s car and it’d taken the right actions at the right moments in her claim.

Miss D didn’t agree. She has taken therapy sessions because of the trauma she’d been through, and said the compensation wasn’t enough.

Because neither party agreed with the view, this 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.

Having done so, I'm upholding Miss D's complaint, but I'm not going to increase the amount of additional compensation Admiral needs to pay her or ask it to pay her finance agreements. I'll explain why.

I can see from her evidence that Miss D found the experience of being burgled and her car stolen very traumatic and worrying. She has my sympathy.

What I've done is look at what happened during her claim to assess whether Admiral acted in line with its policy wording and fairly and reasonably.

I can see that Miss D's claim was slightly delayed at the beginning as she was on holiday shortly after the car was taken, and there was part of Admiral's process that meant it needed to discuss the claim with Miss D's finance company.

There was a period of about a week from her return, before the car was re-discovered, when I think it's fair I say Admiral could have talked to Miss D about the New Car Replacement cover.

I'll also mention that, in her response to the view, Miss D has talked about not being informed at all about key aspects of her policy. But the cover is in the policy wording, and it's fairly common in the car insurance marketplace. So I think it's fair I say she could have read her policy and found this out herself.

If Admiral had told Miss D about the cover in that week, or soon thereafter, Miss D says that she would have been able to get her replacement ordered and mobile again quicker. And I'm minded to agree with her, but I feel I need to point out that, when her car was recovered, it would still need to go through Admiral's assessment process which I would expect would pause the new car replacement until it was resolved.

I've looked at the report detailing the damage to Miss D's car. The report is lengthy and includes costs of over £28,000, which was approximately the value of the car. What I'll say is that the damage is fairly subtle in nature, but extensive, which may be a clue as to why Admiral took so long to declare it a write-off.

Miss D has also complained about not being supplied with a courtesy car, but I can see from the policy wording that Admiral doesn't provide such a thing if a car is reported stolen. Its courtesy car provision comes into action once repairs have been authorised. And as I mention above, Miss D's car was stolen, and then being assessed, so I don't think Admiral has acted incorrectly in not supplying her with a courtesy car as there wasn't cover under her policy for this.

Miss D has identified some journeys she made which incurred costs because she didn't have access to a car. I've thought about this, and considered whether Admiral's failure to tell her at an early stage may have meant she incurred these extra costs.

She's also talked about extra compensation for Admiral's poor service. I've looked at Admiral's final response to her, and its payment of £300 compensation, and I think its response is fair.

Taking everything into account, I think Admiral should have told Miss D about the New Car Replacement cover earlier on in the claims process. But I'm not persuaded that it would have made a substantial difference to how the claim progressed. That said, I think Miss D's disappointment is clear and I can see Admiral's claims handlers were aware Miss D would

be covered under that particular part of cover, but no-one told her until her car was written off.

It's also possible that an earlier settlement may have meant Miss D didn't need to pay her extra costs, so I think Admiral needs to refund £52.33 for those, and pay Miss D additional compensation of £100 for her distress and inconvenience caused by its failure to tell her about the New Car Replacement cover much earlier in the claim.

But it's important I say that I'm not going to ask Admiral to pay Miss D's finance payments for the three months she says her claim was delayed by Admiral. This is because, as I mention above, I'm not persuaded that Admiral's mistake was sufficient to delay the claim for the period, and it's Miss D's choice to fund her car by that route.

### **My final decision**

It's my final decision that I uphold this complaint. I direct Admiral Insurance (Gibraltar) Limited to pay Miss D £52.33 in respect of her additional costs, and £100 compensation for her distress caused by it not telling her about the appropriate cover.

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss D to accept or reject my decision before 25 July 2025.

Richard Sowden  
**Ombudsman**