

The complaint

Mr H complains about how Admiral Insurance (Gibraltar) Limited handled a claim he made on his motor insurance policy.

Reference to Admiral includes its agents.

What happened

Mr H held a motor insurance policy with Admiral. Following damage to his car, he made a claim for the damage.

Admiral accepted his claim and arranged for his car to be repaired.

Mr H complains about that process. He made multiple complaints. He says the repairer Admiral chose to repair his car wasn't qualified to do the work needed. He says as a result the repairs weren't completed correctly and his car needed to be moved to the manufacturer's dealership to repair. He says when the car arrived, it was delivered in a poor state, needing more work to be completed, some of which at his own cost.

Mr H said during this time he had to pay tax and insurance without having the use of it. He also said his car was now worth less, because of these repairs.

Admiral upheld most of Mr H's complaint points and over a number of final response letters (FRLs) said it would pay Mr H £1,030 compensation as well as pay him £220 for the loss of use of his car. It reimbursed Mr H what he needed to pay to fix the hoses damaged by its repairer.

Mr H wasn't happy with this and brought his complaints to the Financial Ombudsman Service.

Our Investigator said they couldn't look at all of them because some had been brought to us too late. They said they couldn't consider what happened and what was covered by Admiral's FRLs of 6 February 2024, 16 April 2024, and 20 June 2024. They said all these complaints were brought to us more than six months after those FRL's were sent – meaning they weren't ones our jurisdiction allowed us to consider.

That left our Investigator considering events covered by Admiral's FRL's of 21 August 2024 and 21 January 2025.

And taking those, and the relevant evidence into account, our Investigator recommended Admiral increase its compensation. But they noted that for the events covered by these FRL's, Admiral had paid £600 compensation and refunded Mr H circa £600. But they recommended Admiral increase the compensation to £950.

Our Investigator didn't think Admiral needed to reimburse Mr H for his insurance or tax, nor did they think Admiral needed to pay for any depreciation of Mr H's car.

Admiral didn't agree with this assessment. It said it had already paid more throughout the

claim than the £950 our Investigator was recommending. And it said much of the delays were with the manufacturing garage, which it didn't think it was fair for it to be held responsible for.

Our Investigator said the manufacturing garage were only used because of Admiral's errors in repairing and caring for the car in the first place. They didn't think it was fair to deem them Mr H's choice of garage and therefore thought it was fair to hold Admiral to account for delays while the car was there. And our Investigator pointed to the fact they hadn't assessed the compensation paid under previous FRLs (because they fell outside of our jurisdiction), so didn't think it fair that Admiral did.

Admiral didn't reply, so the case has come to me 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 upholding it. I'll explain why.

I'll not be commenting on every bit of argument raised. What happened is known by both Admiral and Mr H. And for the most part, it isn't in dispute. What's in dispute is what needs to be done to put things right. So, in line with this Service's informal role, I'll only comment on the aspects I feel key and relevant to resolving the dispute.

Our Investigator didn't think Admiral needed take any action regarding the tax and insurance Mr H had to pay while the car was being repaired. They said it was a cost Mr H was always going to incur. I'm satisfied that's fair and take the same position. I appreciate Mr H says it was unused, which I can empathise with. But he was legally required to have it in place, even while the car was being repaired. However, the time he was without the car will be considered when looking at compensation for the trouble and upset this matter caused him.

Our Investigator also didn't think Admiral needed to pay for the depreciation of Mr H's car. I'm satisfied that's fair too. The car may well be worth less now than before the repair, but this is likely to be due in some part to the passing of time – the car is now older. I've not seen any evidence to persuade me the car is worth less because of the repairs needed on account of Admiral's errors. I appreciate getting the car to a position where the repairs are of satisfactory quality has been a challenge. But it's a position that I think has now been reached.

The policy is clear, like most motor insurance policies, that depreciation is not something that's covered. So any depreciation as a result of the claim, or the passing of time isn't something Admiral needs pay for. And as mentioned, I've seen nothing to persuade me the car is worth less because of the repair.

It's clear here that Admiral's first repairer did not do an adequate job of repairing the car. It looks then to have delivered the car to the manufacturer's garage in a condition that caused further damage.

Admiral instructed an independent engineer to move this claim forward. It then acted on the recommendations of that report which is what I'd expect. But I agree with our Investigator that it can't then fairly be considered that the manufacturer's garage, the one that eventually sorted the repair and put right the damage caused by Admiral's approved repairer's work, was Mr H's choice of repairer.

I have some sympathy with Admiral saying it wasn't then in control of that garage's actions, but the car wouldn't have needed to be at that garage, or having that work carried out on it, were it not for Admiral's repairer's actions. And Admiral is responsible for those and the foreseeable consequences which flow from them.

I understand Admiral's point of view regarding the total compensation offered. But like our Investigator, I'm only considering compensation for the events covered by Admiral's latter two FRLs. That said I think it is important to note previous compensation for context.

But that context is that I find it likely that any further issues were likely to be even more frustrating for Mr H. He's had previous FRL's and compensation was awarded and an expectation set that things would improve. That didn't happen. So any impact is likely compounding the upset and frustration caused before it.

I note Admiral put right the cost Mr H had to incur to repair some damaged pipes which is what I'd expect it to have done. But this, on top of an already poor claim journey added even more distress and inconvenience.

Considering all the impact here, for the period I'm able to consider as set out above, I'm satisfied that £950 is a fair amount to require Admiral to award Mr H here. There were delays in arranging a report and sending the car to the manufacturer's garage. The car was then at that garage for some time. Then, when Mr H thought all the issues were resolved, another issue popped up which required him to pay to fix before claiming those funds from Admiral. This went on for a number of months, and considering the claim journey as a whole, I'm satisfied the fair and reasonable compensation for the distress and inconvenience caused is £950.

I'm aware Admiral has paid £600 already, so it needs to pay Mr H a further £350.

My final decision

For the reasons set out above, my final decision is that I uphold this complaint and require Admiral Insurance (Gibraltar) Limited to pay Mr H and additional £350 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 4 September 2025.

Joe Thornley
Ombudsman