

The complaint

Mr C complains about Admiral Insurance (Gibraltar) Limited's service following a claim he made on his motor insurance policy. Mr C says that Admiral unfairly required him to pay an excess, provided an unsuitable courtesy car and delayed its claim handling.

What happened

In late October 2024 Mr C's car was damaged while it was parked. The third party driver did not stop. One of Mr C's neighbours witnessed the incident and noted the third party's registration.

Mr C claimed on his policy. He was unhappy with Admiral's service and complained. It initially replied in November 2024. It didn't uphold his complaint concerning the courtesy car or excess, as it said it had dealt with those matters in line with his policy. But it agreed it had told him it had already contacted the third party when that was not the case. It paid him £50 compensation and confirmed it had now contacted the third party insurer.

Mr C wasn't satisfied with Admiral's response and brought his complaint to the Financial Ombudsman Service. Before one of our Investigators had looked into the matter Mr C complained to Admiral again. He repeated some of his earlier points concerning the excess and the courtesy car. He also complained that Admiral hadn't progressed the claim. Admiral didn't uphold the complaint. It said it had already replied about the excess and the courtesy car. It also said that it hadn't delayed sending its outlay to the third party insurer.

One of our Investigators looked into Mr C's complaint. He didn't think Admiral needed to take any further action. Mr C didn't agree so the complaint's been passed to me to determine.

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.

Excess

Mr C thinks it's unfair that Admiral insisted he paid the policy excess of £325. I can understand why Mr C might feel that he shouldn't have to pay anything to get his car repaired. The incident wasn't in any way his fault and he has an independent witness to support that perspective.

But the excess is always payable when a claim is made irrespective of who is at fault. It's a cost Mr C agreed to pay, when he bought his Admiral policy, in the event of a claim. And the policy is quite clear that Admiral will not cover this cost. For this reason, the excess is classed as a uninsured loss. This excess might be recoverable from the third party insurer or Mr C could instruct solicitors to try to recover it for him. But as it's not covered by the policy I don't think Admiral did anything wrong in telling Mr C he would have to pay this.

I appreciate that Mr C might find the delay in recovering his excess frustrating. After all he's £325 out of pocket. But recovering this sum isn't something Admiral is technically

responsible for. It is the case that insurers will generally try to recover the excess from the other side. But as it's an uninsured loss this isn't something it's required to do. Where liability is not in dispute then generally most insurers will ask the other side for the excess as part of its settlement and it's usually paid without quibble. But that doesn't appear to be the situation here. As far as I'm aware the third party insurer has still not provide an admission of liability, so it remains in dispute.

Courtesy car

Mr C says that the courtesy car Admirals' authorised repairer provided was unsuitable for a person of his size as he could barely fit into it. But Mr C's policy is clear that any courtesy car the garage provided would not be a like-for-like replacement for his own car. Instead his policy says the courtesy car would be a 'small hatchback'. So, while I can understand Mr C's frustration, that doesn't mean Admiral's done anything wrong as it's handled the matter in line with his policy.

Progress

At the time Mr C brought his complaint to the Financial Ombudsman Service, in November 2024, his claim had not progressed a great deal. But, at that time, Admiral acknowledged a short delay in contacting the third party insurer. And it paid Mr C £50 for the impact of that error. I think that was a reasonable response in the circumstances.

After he'd already complained to this Service Mr C complained again to Admiral in December 2024. Admiral sent its response that month. At that time Admiral said that it hadn't delayed matters and had sent it's request for the third party insurer to repay its outlay. I'll explain that this would be the usual way to progress such a claim. That is, once Admiral has a loss to recover – in this case it's outlay for paying for repairs – it would put that to the third party insurer and ask it to reimburse it. It's usual that only once a third party insurer has paid that reimbursement that the matter would be closed. But this is often a long and drawn out process. I'm satisfied that, until its second final response in December 2024, Admiral handled the matter reasonably and in a timely manner.

I'm aware the claim is still not settled. And our Investigator made enquiries to establish what information Admiral was awaiting. It said it was waiting for more information from the third party insurer.

Mr C is clearly exasperated that the matter is ongoing and I recognise how keen he is for the matter to be concluded. But I need to be clear that, generally we can only consider a complaint where the consumer has already given the relevant business the opportunity to deal with it in the first instance. However, as far as I'm aware, I don't think that's happened in this case.

Mr C made very specific complaints to Admiral in November and December 2024 which Admiral has responded to and we've considered. But it's not our role to act as a go between or agent for Mr C. That means that our involvement does not extend to overseeing how Admiral handles the claim generally. So, if Mr C has further complaints about Admiral's service or claim progress since December 2024 then he should make those directly to Admiral in the first place. If he remains dissatisfied with its response the he may ask the Financial Ombudsman Service to consider the matter at that stage.

My final decision

For the reasons given above I don't require Admiral to take any further action in connection with this specific complaint.

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

Joe Scott
Ombudsman