DRN-5624785

The complaint

Mr N complains about how Admiral Insurance (Gibraltar) Limited handled his claim following an accident. He says there's been a lack of communication throughout, and avoidable delays which have caused him significant inconvenience.

A named driver on Mr N's policy, Mr R, has also been involved in the claim, and this complaint, but for ease of reading I'll refer only to Mr N.

What happened

Mr N's car was involved in an accident in October 2024 after which he was hospitalised for several days. He made a claim to Admiral. When he spoke with Admiral on 20 October 2024 Admiral advised it was likely the car would be declared a total loss, but that an update was needed from the police who had taken the car into storage.

On 25 November 2024 Mr N called Admiral for an update. Admiral advised him that they were still expecting the car to be declared a total loss but were waiting for the in house-engineer to confirm. Mr N chased again on 2 December 2024 and raised a complaint about how long things were taking, and the lack of communication.

On 4 December 2024 Admiral's in-house engineer confirmed that the car was a total loss based on the estimated repair costs. On 17 December 2024 Admiral informed Mr N it would be contacting the police for a report before settling the claim. Again, Mr N was unhappy with this delay. He spoke with a complaints handler on 5 January 2025 to detail all his concerns. Broadly, he complained there'd been a lack of communication and avoidable delays in confirming the total loss decision, that he'd had to continue making finance payments for a car he no longer had use of, and that he'd been left without a vehicle for several months.

Admiral partly upheld Mr N's complaint. In a final response letter dated 5 January 2025 it offered Mr N £200 compensation in recognition of communication failures and a delay on the part of the in-house engineer due to "*engineer departmental backlogs*".

Mr N didn't accept this, and he referred his complaint to the Financial Ombudsman Service. He said £200 "*is wholly inadequate for the significant inconvenience and distress this ordeal has caused*" him. He highlighted that not having a car for three months had had a "*major impact*" on his life. And he said he thought Admiral should have reimbursed his ongoing finance expenses and ought to have provided him with a courtesy car because the claim process was "*protracted*" due to delays caused by Admiral.

I understand that Mr N's claim was eventually settled on 11 February 2025 with a payment being made to the finance provider.

The scope of this decision

I'm aware that between 6 January 2025 and the claim being settled on 11 February 2025 Mr N made a second complaint to Admiral. This concerned continuing communication issues and further delays to settling the claim, and the fact that the car was moved to salvage without Mr N being notified. Mr N also raised that he was unhappy with the amount paid to the finance provider as it was calculated *after* he'd made further payments under the finance agreement in November, December, and January.

Admiral responded to this complaint on 16 February 2025 and Mr N referred it to this service the following day. Although both Mr N's complaints relate to the same accident and claim, the events complained about are separate and have been addressed by Admiral in separate final responses. As such, this decision will address only Mr N's first complaint and Admiral's response to that on 5 January 2025. The second complaint will be reviewed by an Investigator shortly. If Mr N doesn't then agree with the Investigator's view on his second complaint, he'll still be able to ask for an Ombudsman's decision on that second complaint as part of our two-stage process.

For now, though, I'm only considering what happened between the date of the accident and 5 January 2025 – Mr N's first complaint – as this is what our Investigator considered.

Our Investigator's view

Our Investigator considered Mr N's first complaint. She agreed that there had been some delays to Admiral declaring the car a total loss and acknowledged that this had caused frustration. She also acknowledged that Admiral's communication with Mr N had often been poor. However, she concluded that Admiral's offer of £200 compensation was fair. With regards to Mr N's complaint that he'd had to continue making finance payments whilst he was without a car, and his complaint that he hadn't been provided with a courtesy car, the Investigator didn't find any failings on Admiral's part.

Mr N didn't agree. He described Admiral's handling of his claim as a "*catalogue of maladministration*" and said the car was "*clearly identifiable as a total loss shortly following the incident*". And he said that the lack of communication had caused frustration and meant that he'd had to spend "*immense time* [and] *effort … chasing a resolution that was consistently delayed by Admiral's own repeated failures*". He added that it was Admiral's "*operational inefficiencies*" that left him paying finance payments for longer than he should have. On the matter of the courtesy car Mr N accepted that his policy didn't include this, he also said he'd not required one because he had access to another car. But he reiterated that this has been an "*arduous experience*" which has left him anxious about ever having to engage with a claims process of this nature again. He said, "*the stress and constant battle arising from this extended and poorly handled claim warrants significant compensation*".

As no agreement could be reached, the complaint was passed to me to review afresh and 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.

Having done so, I broadly agree with the Investigator's findings, and I don't think Admiral needs to do more to resolve Mr N's first complaint (the one addressed in Admiral's final response letter dated 5 January 2025).

Mr N experienced a distressing event when his car was involved in an accident in October 2024 and I can appreciate that he would have liked to have had the whole claim concluded shortly after the incident. But claims of this nature can take time.

From the records I can see that once the police had released the car from storage the repairs garage inspected it on 13 November 2024. The garage then submitted its estimate and assessment to Admiral's engineers on 14 November 2024. Admiral's engineers didn't, however, review this until 25 November 2024. Given the value of the car the total loss decision then required discussion with a more senior member of staff. This happened on 4 December 2025. It was then decided that a police report would be needed before the claim could be settled.

Given the circumstances of the accident, which both parties are aware of, and I don't need to repeat here, I don't think requiring a police report was unreasonable. I do, however, agree that the delay caused by the engineers between 14 November 2025 and 25 November 2025 was avoidable, and added to Mr N's inconvenience. But this is a delay Admiral has already accepted responsibility for and, in my view, has offered a reasonable amount of compensation for.

Admiral also accepted in its response dated 5 January 2025 that its communication with Mr N since the start of the claim, and up to that point, had not met expected standards. I think this is a fair assessment. The claim notes don't evidence any regular updates being provided to Mr N after 20 October 2024. Admiral's team had contact with the third-party insurers in October 2024 and made enquiries to the police about the location of the vehicle, but they didn't proactively update Mr N on what was happening with the claim in November or December. For example, Admiral didn't tell Mr N that they were contacting the police for a report until he called in for an update on 17 December 2024. I acknowledge that this lack of communication caused Mr N frustration and put him in the position of having to chase for updates. But again, I think Admiral's offer of £200 fairly compensates for this and, as the Investigator explained, is an amount in line with the award I would have made had Admiral not already done so.

With regards to the provision of a courtesy car whilst his car was assessed, I note that Mr N has now accepted that his policy did not include this. He's also told us that he had access to another car. As this is the position, I don't consider that I need to say more than I agree with the Investigator's findings on this point.

Turning to Mr N's complaint that he had to continue making finance payments for a car he no longer had use of; this is not something I can hold Admiral responsible for. When a car is involved in an accident and becomes unroadworthy or written off that does not negate the obligation to meet any finance payments that become due whilst the car is out of use. I know that Mr N is unhappy with the amount Admiral paid the finance provider in settlement of this claim in February 2025 – I understand him to be unhappy because he believes that the amount Admiral had to pay out was, in effect, reduced by the value of the finance payments he made in November, December and January. As I've explained above, this point – about the settlement value Admiral's paid to the finance provider – falls to be addressed under Mr N's second complaint, so I won't be saying more about that here.

In conclusion, although I can see that Mr N has found the claims process following the accident distressing, and I'm sorry that's been his experience, I can't agree that Admiral are responsible for all the distress and inconvenience he's suffered. There were some delays on Admiral's part, most notably between 14 and 25 November 2024, and its communication from the start of the claim to 5 January 2025 was undoubtedly poor. But those failings have already been accepted by Admiral and reasonable compensation offered, so I'm not asking Admiral to do more in relation to Mr N's first complaint.

My final decision

For the reasons set out above, my final decision is that I don't uphold Mr N and Mr R's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N and Mr R to accept or reject my decision before 23 September 2025.

Beth Wilcox
Ombudsman