

The complaint

Mr B says after his car was damaged in an accident Admiral Insurance (Gibraltar) Limited didn't deal with his claim until five months later, causing him confusion and distress.

What happened

Mr B's car was involved in a non-fault accident in September 2024. He contacted Admiral and was referred to a claims management company ('CMC'). He wasn't happy with the way the claim was dealt with by it (or the contact he was getting from the other driver's insurer). He was without transport for five months and was confused about why Admiral wasn't dealing with his claim. He contacted it many times with queries, but it didn't reply. In January 2025 the CMC returned the claim to Admiral (as the car had been written off) for it to deal with the total loss settlement. After that point, Mr B contacted Admiral with further queries. He got no reply, but Admiral paid the settlement sum for his car on 7 February 2025.

Mr B complained to Admiral about poor service from the CMC and the actions of the other driver's insurer. In January 2025, it told him it had referred his concerns about the CMC to the CMC, and that it would respond to him in due course. It pointed out that the CMC had already replied to concerns he'd raised in December 2024. Admiral said it had no control over the other insurer's actions, so he should contact that insurer directly with his concerns.

Mr B had also complained about Admiral having taken too long to respond to his complaint, and about it not having responded to his emails, and it offered him £75 compensation.

One of our Investigators reviewed Mr B's complaint. She thought Admiral had acted reasonably. She said Admiral couldn't comment on the actions of the CMC, the other insurer or Mr B's personal injury claim. She said the motor claim was still open, as Admiral hadn't yet recovered its outlay from the other insurer, but it had marked the claim as Mr B having had his no claims discount allowed (showing the claim was non-fault). Mr B said in response that he didn't know why the CMC had dealt with the claim initially, that Admiral had failed to explain anything to him, and that his new insurer thought he was at fault for the accident.

As there was no agreement, the complaint was passed to me for review.

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.

The CMC referral and its actions

Admiral has provided evidence that when Mr B reported the claim to it through the portal, he was asked whether he wanted to make a claim on his policy or use the non-fault credit service available for repair and hire (the CMC). The details given to Mr B were that the CMC was a separate business to Admiral, and that if he chose to use it, he wouldn't have to pay

his policy excess and may get a replacement car similar to his own. The notes also said that in the unlikely event that Mr B had to make a complaint about the CMC, it couldn't be escalated to us – but that the CMC used an alternative dispute service. Mr B accepted the CMC's service for hire and repair. He also accepted a referral to a separate legal firm.

It seems Mr B didn't realise what he'd agreed to. He told us he didn't understand why the CMC dealt with the claim and that he wasn't made aware it was doing so. But in my opinion, the wording asking Mr B to choose whether to claim on his policy or use the CMC's services was clear. The CMC then contacted him to arrange hire and repairs. There's nothing to show that Mr B queried that – but he objected to the wording of its credit agreement. It appears that as he didn't sign it when required, it led to his not getting a replacement car from the CMC. He contacted Admiral about his concerns – but the CMC's activities weren't within its remit, so Admiral would have had no information about what it was doing or why.

Mr B also complained to the CMC about the credit agreement. In its reply to his complaint in December 2024, the CMC explained its position on the issue and gave him referral rights to the relevant alternative dispute resolution body.

In March 2025 Admiral acknowledged that Mr B had complained to it in February 2025, but it said as his concerns related to the CMC, it had forwarded the complaint there, so the CMC would contact him. Mr B said his complaint was about Admiral, not the CMC – although it concerned the lack of progress on his claim for five months (September 2024 to January 2025) when the claim was with the CMC, not Admiral. And it seems the CMC agreed the complaint related to its services, as the file notes show that it paid Mr B £200 compensation.

Admiral's handling of Mr B's claim

Mr B isn't happy that when he contacted Admiral to complain about the CMC's actions, it didn't respond to his emails. I think it should have acknowledged them, to say it couldn't help, but it couldn't have assisted him with the CMC's actions, as it's a separate firm. Nor could it advise him on the settlement sum offered by the other insurer, or when it would be paid. Many of his emails were about that, understandably, but Admiral had no knowledge of the situation. So the detriment arising from its lack of response was less than it would have been had Admiral been able to help. Mr B could have told it he wanted to claim on his policy, but it seems he didn't, so Admiral didn't have a role in managing his claim at the time.

It had emerged in November 2024 that the car couldn't be repaired and had to be written off. The other insurer offered a settlement sum that month but didn't follow through with it. And the CMC didn't refer the matter to Admiral until 21 January 2025. Only the CMC can explain the long delay in referring Mr B's claim back to Admiral. But in the meantime, he chased the other insurer about the settlement sum (unsuccessfully) as well as contacting Admiral. It told Mr B in November 2024 that he should contact the insurer directly as it couldn't help.

I think Admiral dealt with the car's total loss quickly after recording a new claim from him in January 2025, and it issued the settlement cheque to Mr B on 6 February 2025. Given that Mr B had chosen the CMC option, Admiral had recorded (correctly) that he had contacted Admiral initially only to notify it of the incident. And that didn't change until January 2025.

Apart from raising concerns with Admiral about the CMC and the other driver's insurer (which it wasn't able to deal with) Mr B complained about Admiral's lack of contact with him and its delayed reply to his complaint. On 28 January 2025 Admiral apologised for not answering many of his emails and offered £50 compensation, plus £25 for the late complaint response. I think that was adequate. Mr B says it isn't enough to compensate him for five months without a car. But the car issue was for the CMC and Mr B to resolve, not Admiral.

Mr B says his new insurer thinks he has a fault claim on his record from the incident in September 2024 and has charged him a significantly increased premium due to that. He thinks that's Admiral's fault. But Admiral recorded the incident on the central insurance database showing that Mr B's no claims discount ('NCD') is unaffected by the accident / claim, which means it has treated the claim as non-fault. It's recorded as 'open' because – in line with standard industry practice - Admiral hasn't yet recovered the cost of it from the other driver's insurer. Mr B should get a refund from his new insurer once that's done. In my opinion, Admiral hasn't done anything wrong in the way it recorded the claim.

Although Mr B wants a refund of his premium from Admiral, he isn't entitled to one, as he made a claim on the policy and Admiral dealt with it. It would have done so months earlier had Mr B made a claim on his policy at the start, rather than choosing to use the CMC.

In summary

I think Mr B had a very stressful time whilst his claim was dealt with, and he was subjected to a significant amount of distress and inconvenience. I sympathise greatly with him, especially about not having had a car for so long. But I can only look at Admiral's actions, and I don't think Admiral was responsible for much of the very poor service he received. I think it could have been more helpful in responding to more of his emails, if only to explain why it couldn't assist. But I think Admiral has shown that it recognised it was at fault in that respect by offering Mr B an apology and some compensation.

I know Mr B won't be happy with my decision, but taking everything into account, I don't think it would be fair and reasonable for me to uphold his complaint against Admiral.

My final decision

My final decision is that I don't uphold this complaint.

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

Susan Ewins

Ombudsman