

The complaint

Mr D says Admiral Insurance (Gibraltar) Limited and its garage provided very poor service when he made a claim on his motor insurance policy and that his car's repairs were delayed.

What happened

Mr D's car was damaged in an accident on 1 October 2024 but was driveable. Admiral appointed an approved repairer ('garage A') to do the work. The car went to it on 11 October 2024 and Mr D got it back on 4 December 2024. He told us that he was given a manual replacement car for the first 10 days, which aggravated a pre-existing medical condition. And he said Admiral was in breach of contract, as he'd had to drive his car to garage A instead of it being collected. Garage A damaged his car, which then needed extra repairs. Mr D said he'd had to make many trips to the garage / hire firm due to the miscommunication / conflicting advice given to him. He said Admiral had accused him of stealing his own car from the garage, when in fact it was still there. And he said there were other service issues.

Admiral issued three final response letters dealing with Mr D's complaints.

- On 21 October 2024, Admiral accepted that its contact with Mr D had been poor. It also said it had now booked an automatic vehicle for him and offered him £100 compensation, plus a £70 refund for extra insurance charged by the hire firm.
- On 18 November 2024, Admiral upheld Mr D's complaint about his car needing further repair, it being returned to him with no fuel, the attitude of garage A's staff and confusion around the hire car. It paid him £200 compensation, plus £50 for fuel.
- On 28 January 2025, Admiral didn't agree that it was in breach of contract, but it accepted that Mr D had been inconvenienced by dropping off his car, by its not monitoring / extending his hire, by its miscommunication about hire, and by its error in telling him he'd collected his car. Admiral offered him a further £150 compensation.

Mr D didn't think £450 was enough to compensate him for the stress and inconvenience he'd faced. He said he wanted his premium to be refunded, plus £3,000 compensation. So he complained to us and one of our Investigators reviewed his complaint.

The Investigator didn't think there had been a breach of contract. He said a call recording showed that Mr D had offered to drop his car off initially with garage A. He noted that it had given him a manual car at first – and that the garage / Admiral had told Mr D he'd collected his car when he hadn't. The Investigator thought Mr D had faced other poor service from Admiral and the garage, including having to contact Admiral about hire extensions. But he said he couldn't see anything to show that Mr D had complained to Admiral about repeated trips to the hire firm's premises. In his opinion, Admiral had acted promptly to resolve most of the issues Mr D put to it. He thought £450 was in line with our guidance and that it was sufficient to compensate Mr D fairly.

Mr D said the Investigator couldn't rely on documents and call recordings that Mr D hadn't had access to and therefore couldn't verify (although later, Mr D got the relevant information

from Admiral). Mr D said he had *not* waived his contractual right to have his car collected. He said Admiral had a duty to consider his medical needs, and that the 10 days with a manual car had aggravated his leg condition. He disputed that we couldn't consider the repeated trips he made to the hire firm. He said he'd told Admiral about the calls regarding the hire ending *and* about his having to drive to the hire firm to sort it out. Mr D referred to the fuel and parking costs he'd incurred and to the unpaid day he'd had to take off work. He also said he'd had to seek medical attention for his leg condition. Mr D said in the light of all that, the compensation he'd proposed was fair.

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.

There's extensive information on the file, and although I've read and listened to all of it, I don't intend to refer to every point made by the parties. Instead I'll concentrate on what I think are the main issues that need to be addressed.

Breach of contract / taking the car to garage A

The policy says cars will be collected and returned to a consumer's home, although Admiral says that isn't always the case if a car is driveable, as Mr D's car was. I don't think there's anything unreasonable about asking a consumer if they are willing to drive their car to a garage – as long as the option of it being collected is still there. In my opinion, it's in the interest of all customers for a garage's service to be as efficient as possible.

I've listened closely to a call recording from 12 October 2024 in which Mr D told Admiral that garage A had called the previous week to say it would collect his car. He said it had also asked whether he could drop it off. Mr D said he'd told the garage that was fine. He also told Admiral's advisor that his complaint wasn't about the 90-minute drive to the garage. He said the problem started when he arrived there, to find that the replacement car the garage had hired for him wasn't an automatic vehicle.

I don't think Admiral breached a term of the contract. I think the evidence shows that Mr D waived any right he had to have the car collected by offering to take the car to the garage. I don't think he has shown he was forced to do so – and he made no reference to that in the call on 12 October 2024. But Admiral recognised later that he felt he'd been inconvenienced, so it offered compensation for this issue. I think that was reasonable.

Not having an automatic car from the outset and its consequences

Garage A told Admiral that Mr D hadn't told it he *needed* an automatic car, just that he'd like one. Mr D doesn't see why it made that distinction, but I think that's clear. As the availability of manual cars is greater, if there isn't a stated *need* for an automatic car, it's less likely that one will be offered to a consumer. As the hire firm overheard Mr D telling the garage he wasn't confident in a manual car, it charged him £70 for extra insurance on it, and said Admiral would refund that sum. In my opinion, there was no obligation on Admiral to do that, but it did so as a gesture of goodwill.

I haven't seen anything to show that Mr D told garage A he needed an automatic car on medical grounds. And the file notes show that in a conversation with Admiral on 18 October 2024, Mr D told the advisor he was struggling with the manual car, not for medical reasons,

but because he hadn't driven one for 15 years. According to the notes, he didn't mention a medical condition, and I haven't seen any evidence of it being mentioned to Admiral earlier. But Admiral told him during the call that it had hired an automatic car for him anyway. I think Admiral acted reasonably in taking Mr D's wishes into account. I would have expected it to act earlier had there been any evidence that it knew about Mr D's medical condition.

Mr D told us that due to having to drive a manual car, he experienced acute pain in his leg on 17 October 2024, that he had to consult a GP, and that he's had to take medication for it. He didn't mention the issue to Admiral's advisor in the call the next day, and he didn't raise it in his complaints. Even if Mr D had mentioned his pain to Admiral, I don't think it could be held responsible unless Mr D could show that he told it or garage A at the start that he had a medical condition that made it inadvisable for him to drive a manual car.

Mr D has provided detailed notes about the difficulty he had in getting the automatic hire car after Admiral authorised it, from 19 October 2024 onwards. His notes show that the hire firm referred him to various of its branches and changed its mind several times about where and when a car would be available for him. I can see why Mr D was so frustrated by this experience, as there's no doubt that the hire firm's service was very poor.

When Mr D called Admiral about a hire car not being available within a reasonable distance from his home, Admiral tried to arrange for one to be collected at the branch closest to his home. But it couldn't *instruct* the hire firm, and in the end, Mr D had to travel 35 miles to exchange the car, which he finally got on 22 October 2024. I sympathise greatly with Mr D, given the chaos he had to deal with during this time. But I think the situation was outside Admiral's control.

Incorrect statements about the location of the car

I've listened to the relevant calls, and Mr D called Admiral on 3 December 2024 to get the hire extended, as the hire firm had been told he had his car back, when that wasn't the case.

During the call, Admiral didn't accuse Mr D of stealing his own car or of lying. The advisor checked with the garage and then told Mr D it had said *it had returned the car* to Mr D the previous day. When he challenged that, she went back to the garage, and it then said *Mr D had collected the car* the previous day. I can see why Mr D would have been alarmed and distressed by the situation, as it appeared to him that his car might be missing. I think it was very poor service for the garage to make such a significant error. But Admiral extended the hire and followed up on the issue. It established that garage A had made a mistake, and later it accepted that Mr D had been upset by the incident. Part of the compensation it offered him on 28 January 2024 was in respect of this issue.

Further damage to the car / lack of fuel

It must have been very frustrating and disappointing for Mr D when his car was delivered back to him on 5 November 2024 with all the accident repair work done, only to find that the garage had damaged the rear of the car. As there was no fuel in the vehicle, it couldn't be driven back to the garage that day. Mr D said when he left the car with the garage initially, it had a third of a tank of fuel. And he complained that the garage staff who brought the car back were rude and tried to rush him into signing the paperwork. Admiral extended the hire whilst garage A took his car back and rectified the damage, but he was then without his car for a further month. Admiral paid Mr D £200 compensation, plus £50 for fuel. It said the latter was a gesture of goodwill, as there was no evidence about the fuel that he'd left in the car. I think that was reasonable.

Admiral failing to extend hire

Admiral accepted on 28 January 2025 that it should have monitored the hire dates (alongside the ongoing repairs) and that had it done so, there would have been no need for the hire firm to contact Mr D. Part of the £150 compensation it offered him on that date was to compensate for its poor service on this issue.

Mr D says that when the hire firm notified him about the hire ending, he had to travel to their premises to extend the hire. It's clear that Mr D had to go to the hire firm when he changed the manual car for an automatic vehicle. In his notes, he says that on 21 October 2024 the hire firm called him to say the hire payment from the garage had expired, and that Admiral would have to pay from then on. He says he passed that on to Admiral. And on 29 October 2024, he says the hire firm told him hire was ending the next day, so he also passed that on to Admiral. It must have dealt with these issues, as hire continued. But as far as I can see, the issue of Mr D having to drive to the hire firm's branches repeatedly wasn't raised with Admiral as one of his complaint points, so I can't address it.

I agree that Mr D shouldn't have been called by the hire firm about extensions, and Admiral could have prevented the inconvenience that caused him. But I think it tried to make up for its omission by paying Mr D a reasonable sum in compensation.

Other issues

Mr D says he's out of pocket for parking and fuel costs, but he didn't put these to Admiral with supporting evidence or raise them in his complaints, so I can't address it.

Mr D mentioned to Admiral several times that he lost a day's pay on 28 October 2024 when he took the day off work to await the delivery of his car by garage A (which didn't happen). In the call recording on 26 October 2024 between Admiral and Mr D (when he called to ask when his car would be returned) the advisor had checked with garage A. It told her the delivery would be on 28 October 2024. The advisor said if there was any change to that, garage A would contact him, but there's no evidence that it did.

In a call on 3 December 2024, Mr D told another advisor that he had evidence of losing £295 pay on 28 October 2024 and that he'd send the evidence of that to Admiral. When we asked Mr D about that recently, he didn't provide us with any evidence to show he'd done so. He gave us a document that set out his pay rates, which he described as a payslip - but it had no heading other than 'Statement', and it made no reference to the usual deductions shown on a payslip. The statement related to the period the week before 28 October 2024, as Mr D said he couldn't find the one that included that day.

I don't think the evidence Mr D has provided is sufficient for me to require Admiral to refund the lost day's pay. He offered to provide a P60 document (showing annual earnings) and a P45 document (provided on leaving employment). But neither of these documents would show that pay was lost on a particular day. In any event, Admiral doesn't seem to have been given any evidence on this issue to date. Should Mr D locate a payslip or other evidence showing the lost earnings, I think he should put it to Admiral for its consideration.

In summary

In my opinion, Mr D had to deal with particularly poor service from the hire firm, but Admiral isn't responsible for its actions. I think he also got poor service from the garage, particularly in terms of the extra damage caused to the car and the delay that caused in getting his car back. Admiral compensated him for that, and also for its own errors, especially in failing to monitor and extend his hire appropriately. It also acknowledged that some calls could have been dealt with better and that there had been miscommunication from it and garage A.

It wouldn't be appropriate for me to require Admiral to refund Mr D's premium. He made a claim on the policy, and Admiral dealt with it, so it's entitled to retain the sum Mr D paid for it to provide insurance cover on his car for the year. But he's entitled to fair compensation.

Mr D thinks an appropriate sum would be £3,000. But our guidance shows that we think £450 is a reasonable sum for a business to offer a consumer if its actions have caused considerable distress and worry and / or significant inconvenience. In my opinion, Admiral acted reasonably in paying Mr D £450. I've taken into account that some of the distress and inconvenience he faced was caused directly by the hire firm rather than by Admiral. And Admiral also paid Mr D £120 in two goodwill gestures, which I think was more than fair, as it wasn't obliged to do so.

I know Mr D will be disappointed with my decision, but as I think Admiral acted reasonably in trying to resolve his complaint fairly, based on the evidence it had, I'm unable to uphold it.

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 D to accept or reject my decision before 19 September 2025.

Susan Ewins
Ombudsman