

## **The complaint**

Mr H complains that Admiral Insurance (Gibraltar) Limited (“Admiral”) mishandled his claim on a motor insurance policy.

## **What happened**

The subject matter of the insurance, the claim and the complaint is a car (“the car”) made by a large car-maker. Mr H acquired the car new in October 2023.

For the year from early February 2024, Mr H had the car insured on a comprehensive policy with Admiral.

Mr H reported to Admiral that on about 20 November 2024, he had accidentally damaged the car.

Admiral sent the car to one of its approved repairers.

In early January 2025, the repairer said it had finished the work. Mr H got the car back.

A few days later, the car broke down with an engine warning light on the dashboard. Mr H arranged for a recovery company to take the car to its base.

On about 10 January 2025, Mr H complained to Admiral that the repair had taken too long and the car had broken down. Admiral said that the car should go back to the repairer for investigation and possible rectification.

By 15 January 2025, Mr H had complained to Admiral about delay in recovering the car to the repairer.

On 27 January 2025, the car arrived back at the repairer.

On about 31 January 2025, Admiral or the repairer provided a courtesy car for Mr H.

On 3 February 2025, the repairer said that there were no faults that related to the accident or to its repair.

Mr H complained to Admiral that the repairer returned the car with mud in the interior and the front bumper misaligned – and the car had broken down again.

As the car was under warranty, Mr H took it to a main dealer franchised by the car-maker.

By a final response dated 17 February 2025, Admiral accepted the complaint in part. It said it was sending Mr H a payment as follows:

loss of use of the car 9 to 31 January 2025	£210.00
goodwill gesture of for travelling to and from the repairer	£100.00

distress and inconvenience caused by service errors	£135.00
subtotal	£445.00

Admiral later changed its response in part. It accepted a further point of Mr H's complaint - that it hadn't logged the complaint on 10 January 2025. It sent Mr H a further payment as follows:

additional compensation for change in decision	£ 50.00
--	---------

By an email dated 24 February 2025, Admiral said that it was sending Mr H reimbursement of costs as follows:

insurance of another car 14 January to 1 February 2025	£271.92
rail tickets	£ 27.55
subtotal	£299.47
interest	£ 2.12
subtotal	£301.59

By a final response dated 3 April 2025, Admiral turned down the complaint about the alignment of the front bumper.

Mr H asked us to investigate his complaint.

Our investigator recommended that the complaint should be upheld in part. He didn't think that Admiral was at fault for delay in the initial repairs. However, the investigator thought that some of the delays were unnecessary and that Admiral had returned the car with mud in the interior and a misaligned bumper.

He thought that a more appropriate offer of compensation would be £300.00. He said that Admiral had offered only £185.00 compensation for distress and inconvenience. He recommended that Admiral should pay Mr H a further £115.00 compensation for distress and inconvenience.

Admiral disagreed with the investigator's opinion. It asked for an ombudsman to review the complaint. It says, in summary, that it has compensated fairly.

### **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 accident and the need to make a claim were, in my view, bound to cause Mr H some distress and inconvenience.

Admiral was under a duty to deal with the claim promptly and fairly.

I accept that the repair required spare parts that took some time to source. I haven't seen enough evidence to say that the initial repair took an unreasonably long time.

Mr H thought that the first breakdown was related to the accident or the repair. As it turns out, there's not enough evidence that it was.

Nevertheless, Admiral had agreed that the car should go back to the repairer for investigation. Yet Admiral encountered resistance from its repairer. Also Admiral gave Mr H conflicting information that it first needed to deal with his complaint.

Those shortcomings contributed to the delay between the first breakdown and the recovery of the car to the repairer on 27 January 2025. During that time, Mr H was without the car or a courtesy car.

I hold Admiral responsible that the repairer returned the car with mud in the interior and a misaligned front bumper.

### **Putting things right**

I accept that Admiral has compensated Mr H as set out above. Nevertheless I've thought about the impact on him of the shortcomings I've identified.

That impact lasted for a few weeks. And it included having to spend time chasing progress in getting the car moved. It also included having to make arrangements for alternative transport. It also included the disappointment and irritation of getting the car back in worse condition than before.

So I conclude that, in addition to the payments set out above, a further £115.00 is fair and reasonable and in line with our published guidelines for compensation for distress and inconvenience.

### **My final decision**

For the reasons I've explained, my final decision is that I uphold this complaint in part. I direct Admiral Insurance (Gibraltar) Limited to pay Mr H, in addition to its previous payments, a further £115.00 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 12 September 2025.

Christopher Gilbert  
**Ombudsman**