

The complaint

Mr P complains about Admiral Insurance (Gibraltar) Limited's handling of his motor insurance claim.

What happened

The circumstances of this case are well known to both parties, but in summary Mr P has a motor insurance policy, underwritten by Admiral. Mr P notified Admiral of a claim following damage caused during a carjacking in February 2023. Admiral accepted the claim and arranged for the vehicle to be repaired.

Mr P has said he experienced significant delays and poor customer service during the claim. He also said he was given misleading information about using a courtesy car, which caused further losses, and that he received a parking fine which increased because Admiral did not inform him about it. So Mr P complained to Admiral.

Admiral upheld the complaint in part, and refunded Mr P £170, which was the cost of the parking fine, and paid Mr P £125 in recognition of the service it provided. Unhappy with the outcome, Mr P referred his complaint to this Service. Mr P also raised several other complaint issues – however an Ombudsman at this Service concluded these points had been raised out of time.

Our Investigator upheld the complaint as they felt Admiral could have done more to proactively address the claim and it should've notified Mr P of the parking fine sooner. So, they recommended Admiral increase its compensation offer to £500 in total.

Admiral accepted the Investigator's opinion, however Mr P didn't. In summary, he said Admiral's misinformation led him to incur significant travel costs to attend a family emergency abroad, and that the £500 compensation didn't address the overall impact of Admiral's confusion, service and delays.

So, the complaint has been passed to me to 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.

I recognise I have summarised the circumstances of this case in less detail than presented. But I would like to assure both parties that I have carefully considered all submissions made when determining this complaint. I may not comment on each point raised or each piece of evidence provided. Instead, my decision will comment on the issues I consider to be key. This isn't intended as a discourtesy but reflects the informal nature of this Service – and the rules this Service are expected to adhere to enable me to do this.

The scope of my decision

As previously set out, Mr P raised several complaint points that were addressed in a final response letter issued by Admiral in August 2023.

An Ombudsman at this Service has determined that the complaint points responded to within Admiral's response of August 2023 were not something this Service could consider as Mr P first referred his complaints in March 2024 – and so these issues were raised out of time. I therefore won't be addressing these complaint points within my decision, and will only comment on those addressed in Admiral's final response issued in January 2024 – more specifically, the delays and customer service experienced between August 2023 and January 2024, the failure to pass a parking fine on to Mr P, and the misleading information Mr P received about using the courtesy car abroad.

Has Admiral handled Mr P's claim fairly?

Relevant industry rules say firms must handle claims promptly and fairly. So, Admiral has a duty to move claims forward in a reasonable way and ensure that it doesn't cause any unnecessary periods of delay. So, I've carefully considered the claim file to determine if Admiral has progressed Mr P's claim as I would expect.

In doing so, I agree with our Investigator that the claim could've been handled more proactively. Unfortunately, Mr P's vehicle repairs were held up due to one of the appointed repairers being unable to complete specialised repairs and so this needed to be outsourced to another repairer. I can also see there were several occasions where Mr P had to chase Admiral to establish what progress had been made. This understandably would've caused distress and inconvenience and could have been mitigated had Admiral kept in more regular contact with Mr P.

Moving on to the parking fine, it is clear Admiral failed to pass on the fine in a timely way, and this led to the fine increasing due to the time elapsed since it was issued. This resulted in Mr P being subsequently approached by a debt collection agency which understandably would've been very distressing to Mr P. Admiral has been unable to confirm the reason why the fine wasn't passed over in a timely manner. And in failing to do so, this affected Mr P's ability to mitigate the overall cost of the fine. Admiral has refunded the fine in full – which I agree is reasonable in the circumstances.

I acknowledge Mr P was provided with inconsistent advice about the use of the courtesy vehicle when he intended to travel abroad due to a family emergency and this would've caused worry and upset at what was understandably a very difficult time. However, under the terms of Mr P's policy, Admiral will only provide a courtesy car for use within the territorial limits – which is defined as Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. Mr P therefore didn't have any contractual right to use the courtesy vehicle outside of the defined limits. But I recognise Mr P would've experienced some upset at receiving inconsistent advice.

Mr P has said that due to the inconsistent advice, he incurred significant financial costs to travel abroad and also paid the cost of other family members who were due to travel with him. However, I don't find these costs to be a consequence of Admiral's actions, as ultimately Mr P was always in a position where he would have had to pay additional travel costs due to the limitations of the use of a courtesy vehicle under his policy.

But I agree with our Investigator that Admiral should award compensation beyond its original offer due to Mr P's experience. Given the prolonged delays, lack of proactive communication, and the distress caused by the parking fine and inconsistent advice, I consider £500 to fairly and proportionately reflect the overall impact.

There is no exact science to awarding compensation, but taking everything into account, I agree this figure reasonably reflects the impact of Admiral's service as this figure is consistent with awards made in recognition of the level of distress and inconvenience in similar circumstances.

My final decision

My final decision is that I uphold this complaint, and I direct Admiral Insurance (Gibraltar) Limited to:

- Pay Mr P an additional £375 bringing the total compensation to £500 in recognition of the distress and inconvenience caused

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 9 February 2026.

Oliver Collins
Ombudsman