

The complaint

Mr S is unhappy with how Admiral Insurance (Gibraltar) Limited (Admiral) carried out the repairs on his car following a road traffic accident. He's also happy with how his claim was handled.

What happened

Mr S has a motor insurance policy which is underwritten by Admiral.

On 26 November 2024, Mr S was involved in a road traffic accident.

He contacted Admiral to submit a claim which was accepted. Repairs were carried out, but Mr S was unhappy with the standard of work – he said these were unsatisfactory and he was without a car for months. The car was returned for repairs a second time as it was not roadworthy and was unsafe to drive.

Mr S made a complaint to Admiral on 8 January 2025. He received a final response from Admiral on 10 April 2025.

Admiral upheld Mr S's complaint. It apologised and offered Mr S £267.60 for the service he had to carry out separately. Admiral also offered £250 for the distress and inconvenience caused to Mr S and £25 compensation for delay in responding to Mr S's formal complaint.

Unhappy, Mr S brought his complaint to this service. Our investigator didn't uphold it. He thought Admiral's offer was fair and reasonable.

Mr S disagreed and asked for the complaint to be referred to an ombudsman. So, it's been passed to me.

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 key issue in dispute here is that Mr S doesn't agree with the amount of compensation offered by Admiral.

Mr S says the car was returned to him in an unroadworthy state and was unsafe to drive. This was a significant risk to him and to the lives of others while he was driving. This was a considerable failure on Admiral's part as it was responsible for ensuring the repair was satisfactorily carried out.

I've carefully thought about Mr S's comments. And having done so, I won't be upholding the complaint. I'll explain why.

- The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. I've taken those rules into account, amongst other relevant considerations, such as industry principles and

rules, the policy terms and the available evidence, to decide whether I think Admiral handled Mr S's claim fairly.

- I acknowledge and agree that Admiral was ultimately responsible for ensuring Mr S's car was repaired to a satisfactory condition.
- I note that Admiral apologised to Mr S. It accepted its failings in ensuring the car was repaired satisfactorily. It offered to reimburse the amount of £267.60 (including interest) for the service Mr S had to arrange separately and £275 compensation for the distress and inconvenience caused as well as the delay in issuing the final response. Taking into account everything that happened, I think this is fair and reasonable.
- I fully understand the strength of feeling Mr S has about what happened and in particular the risk he and others faced when the car was returned but not roadworthy. Mr S says the compensation offered by Admiral doesn't reflect the significant risk caused. However, it's not our role to punish the business. Awards of compensation are primarily to reflect the impact on the consumer.
- So, whilst I've considered Mr S's comments that the lives of others were at risk also, I can only consider Mr S's situation. I don't doubt that the whole situation has caused great distress and inconvenience, but Admiral has accepted its failings. And I think the compensation it has offered fairly reflects what happened. Admiral took into account the distress caused, and the delays incurred in satisfactorily getting the car repaired. It also reimbursed Mr S for the service he had to arrange himself.
- I have a great deal of empathy for the situation Mr S found himself in. And I can understand why Mr S believes he should receive a more significant amount of compensation. But as an alternative dispute resolution service, our awards are lower than he might expect and probably less than a court might award.
- I note that Mr S has said the brake pads are still to be replaced. Admiral's final response in April 2025 stated that this work would be carried out. If after the issue of the final response, Mr S is still awaiting this work, he will need to raise this directly with Admiral in the first instance.
- Overall, I think the compensation offered by Admiral is fair and reasonable in the circumstances of this complaint. I'm sorry to disappoint Mr S, but it follows that I don't require Admiral to do anything further.

My final decision

For the reasons given above, I don't uphold Mr S's complaint about Admiral Insurance (Gibraltar) limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 11 November 2025.

Nimisha Radia
Ombudsman