DRN-5773380

The complaint

Mr A complains about the way Admiral Insurance (Gibraltar) Limited ('Admiral') dealt with a claim he made on his motor insurance policy.

What happened

The following is intended as a summary of key events only, as the background to this complaint is well known to Mr A and Admiral.

Mr A was involved in a car accident in April 2024, which he says he tried to report to Admiral but couldn't get through to them over the phone. Mr A said the police who attended the accident ultimately moved his vehicle. When Admiral was notified of the claim – they looked into what had happened and decided Mr A was at fault for the accident. Mr A felt this was unfair and wasn't happy with how Admiral had handled his claim. Specifically, he said he was promised call backs that hadn't happened, a lack of a courtesy car, having to pay his excess, and receiving conflicting information about his policy premiums. Mr A raised a complaint.

Ultimately, Admiral issued several final response letters addressing Mr A's concerns. They confirmed their liability decision remained unchanged, and they said that the policy excess would be payable, and a courtesy car wouldn't be provided as his vehicle was written off. But they did partially uphold other aspects of Mr A's complaints and acknowledged that the service he received had fallen short and they awarded a total of £225 compensation. Mr A remained unhappy – so, he brought the complaint to this Service.

An Investigator looked at what had happened but didn't think Admiral had acted unfairly. He said they had reasonably justified their liability decision. And the Investigator thought the compensation they had paid for the other aspects of Mr A's complaint was fair. So, he didn't recommend that they needed to do anything more. That complaint was then closed in October 2024.

Mr A then brought a new complaint to this Service and said he remained unhappy with how Admiral had dealt with his claim – including the liability decision. An Investigator looked into what had happened and said we couldn't look at the liability decision aspect of the complaint again as this had already been considered. And in respect of Mr A's other complaint points; the Investigator didn't think Admiral needed to take any further action.

Mr A disagreed with the Investigator's outcome – so, it's 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 need to start by explaining what I will be considering as part of my decision. I appreciate Mr A has raised several complaints to Admiral during the life of his claim. These focus on various issues, but the main complaint point that is repeated throughout is in respect of

Admiral's liability decision. I appreciate how strongly Mr A feels about that part of his claim, but I want to make it clear won't be revisiting his previous complaint or looking at that again. Our powers are set out in the Financial Conduct Authority's ("FCA") Dispute Resolution ("DISP") Rules. DISP 3.3.4A says an Ombudsman may dismiss a complaint referred to this Service without considering its merits in certain circumstances. One of these is where an ombudsman considers that: *"Dealing with such a type of complaint would otherwise seriously impair the effective operation of the Financial Ombudsman Service."*

Examples of the types of complaint that might seriously impair this Service include where: *"the subject matter of the complaint has previously been considered or excluded under the Financial Ombudsman Service (unless material new evidence which the Ombudsman considers likely to affect the outcome has subsequently become available to the complainant)."*

The liability decision Admiral made has already been considered under a separate complaint by this Service. We will not look at the same matter again unless there is new and material evidence or a change in Admiral's position. I've seen no new evidence that would change our previous outcome and Admiral's position remains the same. It follows that I will not be reconsidering the liability aspect complaint as part of this decision.

In respect of the complaint points that I can consider as part of this decision, I understand these relate to the policy excess being payable, a courtesy car not being provided, a difference in premium totals being provided, as well as general claims handling failures, such as calls not being returned. I appreciate Mr A has said the Investigator hasn't addressed his complaint and he referred again to Admiral's handling of the claim liability; but as I said previously, I am unable to comment on the liability aspect of the complaint. Instead, I will be focusing on the remaining complaint points which are those in the final responses Admiral provided. I'm satisfied they are complaint points that Mr A raised, and Admiral provided responses to. So, I'll refer to each of these in turn below, for ease of reference.

Policy excess

In a normal claim process, a policyholder is required to pay their excess in order for the claim to progress. This forms the portion of the claim they are contractually required to meet; and this isn't unusual or unreasonable. So, while I appreciate Mr A's concerns, I don't find Admiral's actions to require this be paid to be unreasonable, as they are entitled to request the excess be paid in order to conclude the claim. So, I don't uphold this aspect of the complaint.

Courtesy car provision

As the Investigator previously set out, Mr A wasn't provided with a courtesy car as his own vehicle was deemed a total loss following the accident. I've considered his policy terms, which says a courtesy car will not be provided if the insured vehicle is stolen or deemed to be beyond economic repair.

I don't find this to be an unfair or unusual term. And because Mr A's vehicle was a total loss, I don't find it unreasonable for Admiral to apply it here and not provide a courtesy car. So, I also don't uphold this aspect of the complaint.

Premium totals

I can see that Mr A complained to Admiral about receiving emails which contained different premium amounts. Admiral responded to this issue in their final response in April 2024 and said the differing amounts was due to a vehicle being added to the policy cover and then

later being removed, resulting in a reduction. They acknowledged this would have caused some confusion to Mr A, and also confirmed the premium charged was correct following the changes to cover. Admiral upheld this aspect of the complaint, acknowledged the confusion caused and incorporated this into their compensation award.

Mr A has not provided anything for me to consider showing the premiums charged were incorrect or caused a loss. So, it follows that I'm satisfied this complaint point is addressed and resolved.

Claims handling

It's not in dispute that Admiral made communication errors in the claim process and their customer service wasn't to the standard that Mr A could reasonably expect to receive at times. I can see Admiral acknowledged this in their final responses and said *"during some calls agents could have approached matters in a clearer manner".* So, I don't need to make an extended finding on whether or not Admiral did something wrong here. Instead, I need to decide what the impact was to Mr A and whether Admiral have done enough to put things right.

In total, Mr A was paid £175 under the final responses I have considered, as well as £50 under a previous final response – for a total of £225. In respect of the issues I'm able to consider as part of this decision, I've thought about whether Admiral's compensation is enough to reflect the impact on Mr A. I've weighed up Mr A's testimony, the available evidence, and the duration of the incident. Overall, I consider the compensation already paid for be a fair and reasonable sum, so I won't be directing Admiral to increase this.

I appreciate this is not the outcome Mr A was hoping for – and I understand how disappointing that will be given the concerns he's raised. But I hope my decision explains clearly why I've reached the outcome I have; and why I consider it to be a fair and reasonable conclusion to this particular complaint.

My final decision

For the reasons I've given above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 30 September 2025.
Stephen Howard
Ombudsman