

## **The complaint**

Mr C is unhappy with the decision made Admiral Insurance (Gibraltar) Limited following a claim made under his car insurance policy.

## **What happened**

Mr C made a claim under his car insurance policy following an incident involving his car. The facts of Mr C's claim are well-known to both parties. So, I haven't repeated them here.

Mr C complained to Admiral about the way his claim had been handled. This included the delays, poor communication, and failing to reimburse costs Mr C incurred. Admiral recognised the service it had provided had been poor. In settlement of Mr C's complaint, Admiral said it would pay Mr C £150 in compensation to reflect the upset caused to Mr C by the poor handling of his claim.

Mr C was unhappy with Admiral's response and brought his complaint to the Financial Ombudsman Service.

The Investigator found that Admiral's Service had been poor in parts but its offer of £150 was fair and in line with what this Service would recommend in the circumstances. As the complaint couldn't be resolved, it has been passed to me for decision.

## **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.

One of the main challenges from Mr C to the Investigator's view, and central to this complaint, is whether Admiral made it reasonably clear that by completing repairs with a repairer of his choosing, he would be using a non-approved repairer. Mr C says Admiral failed to draw this to his attention and he was always under the impression that the repairer he was using was one within Admiral's repair network.

I've listened to the call Mr C had with an agent when discussing the circumstances of his claim after the incident. During this call I'm satisfied Mr C opted to use a repairer of his choosing, saying that this is where his car had previously been serviced. The agent went on to explain that by choosing a non-approved repairer Admiral wouldn't be responsible for providing a courtesy car for the duration of repairs. Mr C confirmed his acceptance of this. I've seen that Mr C was also sent a follow up email that explained:

*When using a Non approved repairer the following is not supplied by ourselves:*

- A courtesy car.*
- A lifetime guarantee on all repairs for as long as you're in ownership of the vehicle.*
- The use of manufacturers parts.*

*The reasoning behind this is because we have a contract with our garages that mean they must supply these benefits.*

Mr C says Admiral confirmed acceptance of his repairer as an approved repairer. I've carefully considered Mr C's points. But I haven't seen any evidence to support Mr C's comments. Admiral has also provided an internal screenshot showing its system noted Mr C's garage as a non-approved repairer. Having reviewed this evidence I'm satisfied it was made reasonably clear to Mr C what would happen if he used a non-approved repairer, and that this is the option Mr C elected to go with.

So, I have continued to determine this final decision on the basis that Mr C used a non-approved repairer with the knowledge of what this would mean for this claim in respect of a courtesy car and repairs.

I'd like to reassure the parties that although I've only summarised the background to this complaint, so not everything that's happened or been argued is set out above, I've read and considered everything that has been provided. I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it has affected what I think is the right outcome.

#### *Claim delay*

Mr C says Admiral caused unnecessary delay in dealing with his claim. In line with our informal nature, I won't detail all the instances of delay Mr C has referred to. I have reviewed the timeline of events and overall, I'm satisfied that Admiral dealt with the claim reasonably for the period that it was responsible for.

Mr C has specifically referenced the delay in recovering his car and moving it from the storage facility to his chosen repairer. I've considered the timescales involved and I'm persuaded Admiral's service was reasonable, and there wasn't any material delay in its claims handling.

I've also considered the delay in Admiral receiving the independent assessor's (IA) report. I note this was around four weeks. But Mr C's car was with his chosen repairer at the time. I've seen Admiral was actively chasing for the IA report so I'm not persuaded it acted unreasonably in the way Mr C has described.

Overall, having considered Admiral's role in the claims process, I'm not persuaded it's responsible for any avoidable delays for which I'd expect it to pay further compensation.

#### *Courtesy car*

The policy terms and conditions explained '*If you do not wish to use our approved repairers we will be unable to provide you with a courtesy car.*'

The policy clearly sets out that a courtesy car not provided if a non-approved repairer is used. This information was also explained in a call to Mr C and followed up by email. This term was sufficiently brought to Mr C's attention, and so it's fair and reasonable for Admiral to apply it. Overall, I don't think it was unfair or unreasonable for Admiral to not provide a courtesy car to Mr C for the duration of repairs.

#### *Payment of excess*

The policy schedule shows the policy excess payable in the event of a claim. I note what Mr C has explained about being told that it wouldn't be charged, but I haven't seen any evidence to support this. In any event, we'd expect an insurer to charge the policy excess in line with the policy schedule. In the absence of any evidence to the contrary, I'm satisfied Admiral's service has been fair and reasonable and in line with the policy terms.

#### *Additional costs*

Mr C detailed a number of additional costs incurred as a result of Admiral's poor handling of his claim. In its final response letter Admiral asked Mr C for evidence of his costs to further consider this part of Mr C's complaint. I also contacted Mr C to explore this point further, but Mr C didn't respond. I'm satisfied Admiral's response was reasonable and in line with what we'd expect in the circumstances.

#### *Trouble and upset*

I recognise Mr C's strength in feeling about the upset and stress caused to him directly as a result of Admiral's failings whilst managing his claim. Admiral accepts that its communication with Mr C was poor at times- with emails going unanswered, and delays in responding to contacts from Mr C. This left Mr C feeling vexed and upset at a time that he was already frustrated with the poor handling of his claim. I appreciate Mr C feels strongly that Admiral should pay him more.

I'm mindful that insurance claims like Mr C's can often involve a level of stress and inconvenience even when settled in line with the way we'd expect. And although Admiral's communication with Mr C could've been better, there are other complaints about Admiral's service which I haven't found reason to uphold.

Having considered what has happened, and Admiral's poor communication, I'm persuaded £150 is fair and reasonable, and in line with what we'd direct in the circumstances. It is for Mr C to decide if he wants to accept it.

#### **My final decision**

For the reasons provided I uphold this complaint. Admiral Insurance (Gibraltar) Limited must pay Mr C £150 compensation for distress and inconvenience if it hasn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 22 October 2025.

Neeta Karelia  
**Ombudsman**