

The complaint

Miss D complains about Admiral Insurance (Gibraltar) Limited's handling of a claim on her motor insurance policy.

What happened

Miss D had a motor accident that wasn't her fault in October 2023. She made a claim to Admiral. She was unhappy with its progress. She made a number of complaints. She eventually brought one of those to the Financial Ombudsman Service.

An Ombudsman colleague issued a decision on that complaint in March 2025. The Ombudsman explained that owing to our time limits for submitting complaints she was restricted in the matters she could consider. She said she was only considering Admiral's conduct during the period between March and June 2024. So, she couldn't issue findings on the complaints Miss D had raised for any earlier period. The Ombudsman upheld Miss D's complaint and directed Admiral to pay Miss D compensation of £300.

Miss D remained dissatisfied with Admiral's service and complained again that it still hadn't closed her claim and about its poor communication. Admiral responded to that complaint in April 2025. It accepted that it hadn't communicated well. It said it should have been giving Miss D clearer and more consistent updates but hadn't done so. It also apologised for not replying promptly to one of Miss D's emails. Concerning the open claim it said it had referred matters to solicitors and was waiting for a response from them. But to provide redress for the impact of its more recent mistakes it paid Miss D £200 compensation.

Miss D remained unhappy and brought her complaint to the Financial Ombudsman Service. One of our Investigators looked into it. She thought the £200 Admiral had already paid was a reasonable response in the circumstances. Miss D didn't agree so the matter was passed to me to decide.

On 9 October 2025 I issued a provisional decision. For ease of reference I've copied the relevant extracts below. I said:

"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint."

In March 2025 my Ombudsman colleague said that her decision only spanned a period between 19 March and 18 June 2024. She explained why she wouldn't be looking at Admiral's actions for a period before then. For the avoidance of doubt I will not be reconsidering my Ombudsman colleague's decision nor commenting on anything that happened during the period her decision covered. I will only be considering things that happened after that, from 19 June 2024 until 7 April 2025, when Admiral issued its final response to the complaint I am considering here."

Admiral has, for the most part, accepted that communication has been poor and that it hasn't given Miss D the updates it should have. Also, it's acknowledged not replying to all her correspondence. And it's paid her compensation to recognise the impact of that. So as Admiral has acknowledged its failings and taken steps to put things right, I don't think I need to provide a further analysis of that part of Miss D's complaint here."

But, in reply to her concerns about the claim remaining open, Admiral has largely absolved itself of any responsibility. It's suggested the fault lies with the solicitors it's instructed. I don't think that was fair.

As I understand it the accident happened in October 2023. Some 18 months before it issued its recent response to Miss D's complaint. But in this case, as I understand it the third party is not disputing liability. So that is not what is holding up claim progress. Instead it appears that the sticking point is Admiral's attempts to recover all its outlay. And, until it's done so, the claim will remain 'open' – or otherwise considered to be a fault claim.

I can understand why Miss D will find this immensely frustrating. She's perfectly aware she wasn't at fault for the accident but it continues to affect her driving record. So it's also affecting her ongoing motor insurance premiums until such time as the claim is closed as non-fault – or no claims bonus allowed.

But, while I recognise Miss D's frustration this is a standard procedure across the motor insurance industry. That is the claim remains recorded as fault – no claims bonus disallowed – until Admiral has recovered all of its outlay. This is set out in Miss D's policy, where it says it will allow her no claims bonus in certain situations, including:

*"claims which are not your fault **where we have recovered our money in full** [emphasis added]"*

And as Admiral hasn't yet recovered all its outlay, I don't find it unreasonable that it has not yet allowed her no claims bonus or otherwise amended the records.

That said, I do think Admiral could have done more to move matters on more quickly. It told us that it instructed solicitors in October 2024 to recover its outlay. But, from its file notes, I can't see that it was taking robust action to make that recovery from the third party or their insurer in the months prior to that.

Similarly, it appears there has been something of a communication breakdown between Admiral and its solicitors that has also caused delays. It seems that Admiral believed it had been waiting for further updates from its solicitors since February 2025. But from the limited information I've seen, it doesn't appear that Admiral actually followed things up in an effort to obtain this update.

In contrast the solicitors themselves told us that they thought there was no further recovery to be made since February 2025. So they hadn't taken any further action to recover the outstanding outlay. In other words the recovery has not moved on at all during that period.

I note that when Miss D complained about this delay in the solicitors taking action Admiral attempted to redirect her complaint to the solicitors themselves. But I don't think that was reasonable.

Admiral appointed the solicitors in order to recover its claim outlay. So, generally, the solicitors are acting as claims agents for Admiral. And as I understand it, during the period in question, the solicitors hadn't actually begun any litigation. In those circumstances Admiral remains responsible for any unwarranted delays. That's the case even where those delays happen because of a miscommunication or misunderstanding by the solicitors. So I don't think Admiral responded fairly to Miss D's complaint about ongoing delays when it essentially tried to redirect her to the solicitors.

That said, I do need to recognise that, even when handled with the utmost efficiency, claims that require some form of litigation often take many months or years to close. So, even without any further delay, it wouldn't be reasonable for me to conclude that Admiral would have been in a position to close the claim by now.

In summing up, I do recognise the ongoing and unwarranted delay has been an additional source of distress and inconvenience for Miss D. To address that I think Admiral should pay her further compensation of £200 on top of the £200 it's already paid to her recently. I think

the total of £400 compensation is an appropriate amount to recognise the considerable distress, upset, worry and inconvenience Miss D's experienced over many months.

I would also say that Admiral ought to communicate with its appointed solicitors to ensure the claim moves forward and to avoid any further unnecessary delays."

Developments

Miss D replied to my provisional decision. She repeated some of the history of this complaint; that Admiral had told her that the matter was with its solicitors. And then that Admiral didn't reply to her request for it to chase the solicitors and was not monitoring the progress. She appended evidence of a recent email exchange with Admiral to illustrate that.

Miss D also asked if we had seen evidence that the solicitors had issued proceedings against the third party.

Admiral also replied to my provisional decision. It said that it is its standard procedure to redirect complaints about solicitors' actions to its solicitors. And by doing so the solicitors have the opportunity to reply. So it doesn't think it made any mistakes in the manner it handled Miss D's complaint.

Admiral also noted my comment that I couldn't reasonably conclude that, without the further delays, Admiral would have been in a position to close the case by now. It said that, given this, it wanted to know why I had awarded additional compensation as it said the outcome for Miss D would not have been any different.

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've noted Miss D's comments. And I agree that, during the period I am looking at, up until 7 April 2025, Admiral did fail to appropriately chase the solicitors for progress. That was why I was minded to uphold the complaint and award further compensation. I understand that she continues to be dissatisfied with Admiral's ongoing service and the progress of the claim. But I am not considering the actions after 7 April 2025. And I can confirm that I have not seen any evidence that the solicitors have issued proceedings against the third party.

Admiral also commented that it is its standard procedure to pass complaints about solicitors actions or inactions on to the solicitors. That might be the case. But that does not absolve it from the responsibility to respond to concerns about its service. Miss D's policy is with Admiral not the solicitors. And Miss D was concerned that Admiral was not doing enough to ensure that the solicitors it appointed, in order to recover its claims outlay from the third party, were doing enough to bring matters to a close. I think her concerns were justified. That is Admiral did not do enough to ensure the solicitors were progressing matters efficiently. In fact the solicitors weren't progressing matters at all but Admiral took no tangible action to ensure that the solicitors did move matters forward. I don't think that was fair.

Turning to Admiral's comment that the outcome for Miss D would not be any different, I think Admiral has misunderstood my findings. I awarded compensation to Miss D because Admiral continues to add to the delays. It told Miss D that it had referred the matter to solicitors in October 2024. But it hadn't taken any meaningful action to progress the matter in the months prior to that. Also, the solicitors themselves took no further meaningful action before Miss D referred her complaint to this service again. But Admiral did nothing to move the case on or ensure that the solicitors were progressing the matter during that period. I don't think that was fair. And I can understand that this further delay would have continued to add to Miss D's sense of frustration.

So, while I recognise that matters might not have concluded had Admiral and the solicitors done all that they should have done, we don't actually know what the outcome would have

been if they had. And the lack of meaningful action on the case would have undoubtedly created a further delay. It was the impact on Miss D of Admiral's additional failures and delays to make progress which I awarded additional compensation for.

In those circumstances I don't intend to alter my provisional findings. I would also repeat that Admiral ought to communicate with its appointed solicitors to ensure the claim moves forward and to avoid any further unnecessary delays.

My final decision

For the reasons set out above I require Admiral to pay Miss D a further £200 in compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss D to accept or reject my decision before 19 November 2025.

Joe Scott
Ombudsman