

The complaint

Mr R complains Admiral Insurance (Gibraltar) Limited hasn't handled a claim against his motor insurance policy fairly.

What happened

The details of this complaint are well-known to both parties, so I won't repeat them here. Instead, I will focus on the reasons for my 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.

Mr R had a motor insurance policy with Admiral. He made a claim against the policy following an accident. Admiral accepted the claim. Mr R is dissatisfied with how Admiral handled his claim, which I will consider under three headings as follows:

Claim settlement

Mr R's car was considered a total loss. So, as the Investigator explained, under the policy Admiral was required to pay Mr R the market value of the car. It concluded this was £18,016. Mr R says this isn't enough to replace his car and has provided adverts to support this.

The Investigator reviewed the valuations Admiral relied upon and ran valuations of his own. These produced values of £17,344, £17,550, £18,007 and £18,370. He was therefore satisfied Admiral's offer was fair as it was towards the upper end. I've reviewed the valuations and agree with the Investigator's conclusion.

I have also reviewed the car adverts Mr R has said show Admiral's offer is unfair, but I don't find they change matters. I say this because there are material differences, especially in the mileage, and some of the things Mr R's highlights, such as the colour, don't impact value. For example, Mr R's first advert shows an asking price of £20,849, is a year younger than Mr R's car, but with about 18,000 miles on the odometer, whereas Mr R's car had about 55,000.

As I'm satisfied Admiral offered a fair market value for Mr R's car, I'm not requiring it to pay him more. Mr R is dissatisfied Admiral paid him the settlement without his prior agreement. I find no failing on the part of Admiral in this regard as Mr R was entitled to the money and a dispute would increase rather than reduce the settlement, meaning there was no need to delay payment. Doing so would have been to Mr R's detriment.

Liability

Mr R is concerned he will be held responsible for the accident. Admiral thought Mr R might have been responsible for the accident but at the time of responding to the complaint explained no liability decision had been made. Since then Admiral has instructed solicitors to

pursue recovery against the third party. As things have clearly moved on, I make no finding on this point.

Customer service

Mr R says there was a delay in towing his car following the accident and it was towed to a location far from his home. Admiral apologised for the delay and the miscommunication about location and offered Mr R £100 compensation. I find that's fair and reasonable because it acknowledged the distress and inconvenience Mr R was caused.

Regarding the location the car was towed to, I don't find Admiral had an obligation to find a location close to Mr R's home address, and while I understand Mr R needed to travel to the car to collect his personal possessions, I understand Admiral offered to send them to him, which was a fair and reasonable offer.

Mr R says Admiral's claim handlers were disinterested. From reading the contemporaneous call notes I find it's more likely than not claim handlers followed standard claim processes, which Mr R wasn't always keen on. For example, he asked for the car to be moved closer to his home so he could more easily collect his possessions, which Admiral declined to do.

Mr R says he was provided with a hire car and this was withdrawn too soon and without appropriate notice. Mr R wasn't entitled to a hire car under the policy, so it was provided to him as a non-fault service. In other words, the hire car was provided outside of the policy, by a third party. Admiral's involvement was therefore limited. If Mr R is dissatisfied with the service he received he'll need to take it up with the third-party.

Overall, I recognise Mr R has found the claim experience difficult and frustrating and I sympathise. But I must approach this complaint objectively and having done so, while I recognise Admiral let Mr R down with the recovery of his car, the overall customer service has been satisfactory. I say this because the claim was progressed reasonably quickly, Admiral was responsive to enquiries and there is no suggestion he was treated rudely.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 19 March 2026.

James Langford
Ombudsman