

The complaint

Mr F complains that Admiral Insurance (Gibraltar) Limited (“Admiral”) mishandled a claim on his motor insurance policy.

What happened

The subject matter of the insurance, the claim and the complaint is a sports car, first registered in 2016.

For the year from March 2024, Mr F had the car insured on a comprehensive policy with Admiral. Any claim for damage (except solely to a windscreen) was subject to an excess of £700.00.

Unfortunately, Mr F reported that a motorcycle had collided with the car on about 11 July 2024.

On about 15 July 2024, Admiral collected the car for repair. Admiral or its repairer provided a courtesy car.

Much of the complaint is about acts, omissions and communications by the repairer on behalf of Admiral. Insofar as I hold Admiral responsible for them, I may refer to them as acts, omissions and communications of Admiral.

Mr F drew attention to some chips and scratches. By about 20 September 2024, Admiral returned the car to Mr F.

Mr F reported an electrical fault that had not been present before the repairs.

By emails dated 24 September 2024 and 8 October 2024, Mr F expressed dissatisfaction to Admiral. Admiral didn’t log a complaint.

On about 14 October 2024, Admiral collected the car for further repair.

On about 18 October 2024, Admiral returned the car to Mr F.

Within eight weeks after 8 October 2024, that is by early December 2024, Admiral had failed to provide a final response.

In February 2025, Mr F reported a further electrical fault that had not been present before the repairs. To get it fixed, he drove many miles to the repairer and back on 27 March 2025.

By an email dated 17 January 2025 Admiral included the following:

“We have reviewed the circumstances of the incident and it is our view that the drivers involved may have to share responsibility for it....

However, we will not offer or accept any offers on liability without advising you first. If our view changes, we will let you know immediately...

We will write to you once we have settled the claim and are happy to keep you updated, should you wish for us to do so"

By early July 2025, Mr F complained through us to Admiral. His complaints included the following:

1. that it was responsible for additional damage and delay in the repair; and
2. that it hadn't responded to his emails dated 24 September and 8 October 2024; and
3. that it hadn't given any further information about settling the claim.

By an email dated 15 July 2025, Admiral told us it hadn't received this complaint from Mr F.

Admiral spoke to Mr F on 3 September 2025 (according to its final response the next day). By a final response dated 4 September 2025, Admiral summarised Mr F's complaints as follows:

- "...
1. *The delays in your repairs*
 2. *Your vehicle had to be returned twice more following the initial completion of repairs*
 3. *You were required to continually chase for progress on your claim*
 4. *The failure to respond to or action your emails regarding your complaint*
 5. *We refused to collect and deliver your vehicle, forcing you to have to make the journey*
 6. *Lack of communication and updates regarding liability*
 7. *We failed to log and action your vulnerability and make the necessary reasonable adjustments*
 8. *The email you received in January was misleading"*

The final response accepted the complaint in part (relating to the above points except 5, 6 and 7) and said it was sending Mr F £350.00 compensation for distress and inconvenience.

The final response included, in relation to point 4, the following:

"This is not the level of service we aim to provide, and I apologise for this failure"

The final response included, in relation to point 8, the following:

"I agree that the email you received in January could have been clearer. While we have the right to handle claims as we see fit, we should have communicated this in a way that avoided any misunderstanding. I apologise for any confusion caused"

By an email dated 23 September 2025, Admiral told us the following:

"Please be advised if we are able to offer a proactive offer this will be sent to you by the 26/09/2025"

Our investigator said that he couldn't investigate Mr F's concerns regarding:

- being asked to drive the car to the repairer for one of the repairs; or

- a review of the accident and the effect to his no claims discount (NCD).

Our investigator didn't recommend that the complaint should be upheld. He thought that Admiral had offered compensation at a proportionate and appropriate level. Mr F disagreed with the investigator's opinion. He asked for an ombudsman to review the complaint. His wife says, in summary, that:

- The repairer's inspection failed to identify some accident damage.
- The vehicle sustained damage while in the care of the repairer.
- Admiral and its agents were solely responsible for delays spanning a period of 14 months.
- The headlight washers were not working when he drove the car to the repairer (on 27 March 2025).
- The £350.00 compensation paid by Admiral was in recognition of the delays to the repair of the car alone.
- Admiral's approved repairer waived the excess in recognition of the damage caused to the car and the delays caused by these and the other failures.

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.

Scope of this decision

The Financial Conduct Authority's dispute resolution rules are binding on the Financial Ombudsman Service.

One of the rules is that, before we can investigate a complaint, the consumer must first have made that complaint to the regulated firm and waited for up to eight weeks for a final response.

It sometimes happens that a consumer makes a complaint, receives a final response and asks us to investigate that complaint- and other complaints that post-date the final response. In those circumstances, the rule allows us to investigate the initial complaint, but not the later complaints.

I accept that before the final response, Mr F had complained to Admiral about lack of communication on the issue of liability and also about the 17 January 2025 email. The final response included responses to those complaints. So, I can deal with them in this decision.

Keeping in mind the rule I've referred to above, I can't make any findings in this decision about any complaint about a liability decision made after the final response or its effect on NCD.

This decision

From a medical letter dated 2016, I accept that Mr F has a vulnerability and needs extra time to consider information.

However, I haven't seen enough evidence that he mentioned that to Admiral until he complained through us in late June 2025. So I don't uphold his complaint that Admiral had failed to log and action his vulnerability and make the necessary reasonable adjustments.

I accept that Admiral should've noted the chips and scratches and got ready to repair them sooner than it did. I hold Admiral responsible for the delay in sourcing the ceramic coating.

I accept that during the period between mid-July and 20 September 2024, Admiral was responsible for some delay in the repair process. Its failure to complete all accident repair work right first time also made it responsible for further delay to mid-October 2024.

Also, Admiral should've provided a response to Mr F's complaint by early December 2024 and I don't condone its failure to do so.

I also accept that the 17 January 2025 email should've been clearer about when Admiral would give updates.

I don't find it likely that Mr F would've wasted his time on 27 March 2025. So I accept that Admiral had declined to collect and re-deliver the car. And I don't accept Admiral's statement that the repairer found no fault with the electric headlight washer. Rather I prefer Mr F's statement that the repairer fixed it.

I find that by the time of the final response in September 2025, Admiral hadn't settled the claim with the motorcyclist's insurer, so Admiral didn't need to give Mr F an update.

I've thought about the shortcomings I've found on Admiral's part and their impact on Mr F. That included having to chase for progress and updates, including during a time when he and his wife were affected by hospital procedures. The impact also included wasted time and wear and tear on 27 March 2025.

However, for the previous repairs, Admiral had provided Mr F with a courtesy car. And from what he says, its repairer waived the excess of £700.00.

I don't accept that Admiral's payment of £350.00 was in recognition of the delays to the repair of the car alone. I consider that the final response made it clear that it was for the distress and inconvenience caused by points 1, 2, 3, 4, and 8.

I've also upheld point 5.

I've weighed up the nature and duration of the impact on Mr F of the shortcomings I've found. I keep in mind that Admiral provided a courtesy car.

I'm satisfied that Admiral's payment of £350.00 is at least as much as I would otherwise have found fair and reasonable and in line with our published guidelines for compensation for distress and inconvenience. So I don't find it fair and reasonable to direct Admiral to do any more in response to this complaint.

My final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct Admiral Insurance (Gibraltar) Limited to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 29 December 2025.

Christopher Gilbert

Ombudsman