

## **The complaint**

Mr W has complained about delays Admiral Insurance (Gibraltar) Limited caused while dealing with a claim he made under his motor insurance policy.

I can see our investigator limited the investigation up to 3 July 2025, which is the date Admiral sent their final response letter to Mr W. On that basis, my decision only covers events up to that time.

## **What happened**

In April 2024, Mr W's car was involved in an accident. And Mr W had to submit a roadside breathalyser test. This showed Mr W was over the legal limit, so he was asked to then provide a blood sample.

Admiral received notification of the incident from the third party insurer in early May and wrote to Mr W for information. Admiral accepted liability and dealt with the third party claim.

Mr W received a letter from the police in June 2024 confirming they wouldn't be taking any further action in relation to dangerous drink driving as the blood results came back showing he was under the legal limit for prosecution. And they also wouldn't be taking further action in relation to dangerous driving due to evidential difficulties.

Mr W told Admiral about the letter. Admiral didn't settle Mr W's losses, letting him know they could still decline the claim. After Mr W completed a questionnaire, Admiral told him they'd need to wait for a copy of the police report before proceeding.

In May 2025, Mr W complained to Admiral as he was unhappy with how long it was taking to deal with his claim. In Admiral's final response letter dated 3 July 2025, they agreed there had been delays in handling Mr W's claim and said they would pay £75 in compensation. But they said they'd still need to consider if there had been a breach of the policy conditions, requiring the police report for this.

Mr W didn't accept this and complained to our Service. He said the claim should have been settled in June 2024 and that he was forced to buy an inadequate replacement for his car. He wants the claim dealt with, interest on the settlement, and compensation for the delays. Our Investigator looked into what happened but didn't think the complaint should be upheld. Mr W disagreed and the complaint has 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.

As ours is an informal service, I'm not going to respond to every point or piece of evidence Mr W and Admiral sent us. Instead, I've focused on what I consider to be key or central to the complaint. But I'd like to reassure both that I have considered everything submitted.

At the time the complaint came to our Service, Mr W's claim wasn't declined. I haven't

looked at any claim outcome (whether or not it has been reached) – only whether Admiral caused any unnecessary and unreasonable delays up until the date of the final response letter.

Mr W's policy says that if an accident happens while any insured person is driving and is found to be over the legal limit for alcohol or is driving while unfit through drink, whether prescribed or otherwise, no cover under the policy will be given and, instead, liability will be restricted to meeting the obligations as required by Road Traffic Law.

In other words, Admiral may not cover any damage to Mr W's car if he'd been found to be driving over the legal alcohol limit or driving while unfit through alcohol.

Admiral said they understand the police confirmed to Mr W in June 2024 that they wouldn't be pursuing charges against him. But that they still must consider whether there's been a breach of the terms and conditions. And without the police report, they had been unable to finalise the investigation. Mr W says the policy cannot be held to hold him to a higher duty than that in law and as the police confirmed there are no proceedings to be brought, the policy condition Admiral relied on shouldn't apply. He says the policy should react to the claim and he should have been paid no later than June 2024 once the police decision was known.

Admiral's notes show they were waiting for a copy of the readings and time of both tests, as they appear to be considering whether, without a prosecution, they can rely on the policy term to decline the claim. I appreciate Mr W's argument that the police aren't taking any action, but Admiral seem to consider a conviction may not be necessary and the terms and conditions of the policy don't require one. And they note their burden of proof is lower than in a criminal court. I'm not making any finding on the term itself, or any decision Admiral may ultimately reach, but I don't consider Admiral wishing to see the information from the police unreasonable, even if he'd heard from them himself.

I've next looked into whether Admiral tried to obtain information in good time. They said as part of their process, they required a copy of the police report confirming the breath test reading taken at the scene of the accident. They acknowledged that police are often slow to respond to requests connected with claims involving alcohol. But they also admitted they caused some unnecessary delays – they said they could have been more proactive in following up with the police to obtain the necessary information. And the lack of urgency on their part has contributed to the delay in resolving the claim.

I can see Admiral first contacted the police in early August 2024. The police came back in September 2024 saying they needed more details about why a report was needed. And updated again in December 2024 saying they'll be in touch with more information. From what I've seen, there wasn't any further action in trying to obtain information from the police until July 2025. I don't think Admiral handled Mr W's claim as promptly as they could have – and I can see that once Admiral reached out to the police for an update, the claim continued to progress.

Based on this, I agree that Admiral wasn't proactive enough in trying to get information from the police and they didn't update Mr W enough during that time. But it's unclear whether Admiral doing more would have made a difference to how long the police took to reply. I understand why the lack of updates will have caused Mr W some frustration – especially when he'd heard from the police himself that they weren't taking action against him. But I acknowledge Admiral has paid £75 in compensation, and I think this is enough for the loss of expectation Admiral caused Mr W in the circumstances.

Mr W will be disappointed to hear that, although I'd expect Admiral to handle the claim

promptly and fairly going forward, I won't be asking them to settle the claim for the reasons I've set out.

**My final decision**

For the reasons above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 1 January 2026.

Andrew Wakatsuki-Robinson  
**Ombudsman**