

## The complaint

Mr K complains about how Admiral Insurance (Gibraltar) Limited (Admiral) handled a claim under his motor insurance policy for damage to his vehicle.

References to Admiral include their agents who administer the policy and assess claims.

## What happened

In July 2022 Mr K was involved in an accident with a third-party vehicle. He contacted Admiral to tell them about the accident and register a claim. Mr K thought the third party was responsible for the accident.

Mr K said he paid the excess and his vehicle was repaired. Admiral registered the claim with the third-party insurer (TPI). Mr K said he chased Admiral many times throughout, asking for an update on his claim. In October 2022, Admiral confirmed it had chased the TPI and said, if it didn't receive a reply once it had sent the outlay documents, it would then pass it to their solicitors. Admiral's contact notes show after receiving no response from the TPI, it passed the claim to its solicitors in January 2023.

In March 2025, Mr K complained as he was unhappy with the handling of his claim as the liability hadn't been resolved.

Admiral responded in May 2025, acknowledging it could've done more to manage Mr K's expectations and apologised, offering £175 for the inconvenience caused.

Mr K then complained to this Service. He was unhappy with how Admiral had handled his claim for several reasons. These included delays; paying an excess of £750; the reduction in his no claims bonus; and the impact of the claim being deemed a fault claim, rather than non-fault on his renewal premiums. He wanted compensation for the distress and inconvenience caused over several years.

Our investigator considered the compensation offered was fair. He explained he thought Admiral had done enough to compensate Mr K and he didn't think Admiral was liable for the solicitors' actions.

Mr K disagreed with the investigator's conclusions and asked for an ombudsman to review the complaint.

I wrote a provisional decision upholding the complaint. This is what I said about what I'd 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 want to acknowledge I've summarised Mr K's complaint in less detail than he's presented it. I've not commented on every point he has raised. Instead, I've focussed on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects*

*the informal nature of this Service. I assure Mr K and Admiral I've read and considered everything that's been provided.*

*My role here is to decide whether Admiral have acted fairly towards Mr K. Our Service can only consider a complaint once a financial business has had an opportunity to respond to it. Therefore, my decision will only consider events up until May 2025 when Admiral issued its final response letter. I recognise Mr K has said he's unhappy with Admiral's actions after May 2025. But he'll need to raise this with Admiral directly first.*

*In bringing his complaint to this Service Mr K has explained this has caused him a great deal of distress and inconvenience over several years. And having looked over the timeline provided by both parties, I currently agree Admiral caused a delay. I understand Admiral says some of the issues were caused by the solicitor the claim was referred to and doesn't think it's responsible for that. But the solicitors were appointed by Admiral to recover its outlay, so was acting on its behalf. So I've taken all the delays into account when considering this complaint.*

*I have looked at the timeline and can see Admiral contacted the TPI and chased them once it had received the outlay documents. As it didn't receive a response the claim was passed to its solicitors. I can see there was then a long period of time where there was inactivity by the solicitors, and Admiral by its own admission allowed the claim to drift and has acknowledged it didn't keep Mr K updated by any form of communication. So he had to chase for updates and register a complaint.*

*I've thought about the impact this has had on Mr K and taken into account what he has said. I think what happened caused Mr K considerable distress, upset and worry and significant inconvenience and disruption over several years, and I note up to the date of the final response letter liability remained unresolved. While claims can take some time to assess and settle, particularly where there's a dispute over liability for an accident. I think the liability on the claim should have been settled earlier and this caused some distress and inconvenience to Mr K, as he had to continually chase for updates on what was happening to his claim and experienced uncertainty arising from increased premiums.*

*In taking everything into account, I don't think Admiral's offer of compensation to be fair, and it doesn't go far enough to recognise the impact on Mr K. And I intend to require Admiral to increase its compensation to £400.*

*I have also thought about Mr K's unhappiness that's he's been paying higher premiums, but I don't think I can reasonably require Admiral to refund these or re-categorise the claim. Because I can't say if Mr K has lost out as the outcome on liability isn't known. If at some point in the future liability is resolved, and Admiral has recovered any outlay. Mr K would have the option of letting any other insurer of a policy know (where he thinks he's paying more for insurance because of this open claim).*

### **My provisional decision**

*For the reasons set out above, subject to either party providing me with further evidence it's my provisional decision to uphold Mr K's complaint. I intend to require Admiral Insurance (Gibraltar) Limited to increase its compensation to £400 for the distress and inconvenience.*

### **The responses to my provisional decision**

I invited both Admiral and Mr K to respond to my provisional decision.

Mr K responded to my provisional decision. He said he didn't think the compensation adequately reflected the level of severity he had suffered, nor did it reflect that the claim was

still unresolved. Mr K also is seeking for a direction for his claim to be resolved within a specific timeline.

Admiral responded and agreed to the increased compensation of £400 in total.

### **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 thought carefully about Mr K's response. However, as I explained in my provisional decision, I can only consider events up to May 2025 when the final response letter was issued. If Mr K is concerned that his claim is still outstanding, or he is unhappy with the delay that he has experienced since May 2025, he will need to complain to Admiral in the first instance. The Financial Conduct Authority (FCA) dispute resolution or DISP rules don't allow us to consider an issue unless it's first been raised with the business. So, I can't consider this here.

Considering overall what happened, I'm satisfied a total of £400 is appropriate compensation for the distress and inconvenience caused over a sustained period up until May 2025. So I won't direct Admiral to pay more than this.

### **My final decision**

For the reasons I've given above, I uphold Mr K's complaint and direct Admiral Insurance (Gibraltar) Limited to increase its compensation to £400 for the distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 26 March 2026.

Lorraine Ball  
**Ombudsman**