

The complaint

Mr F complains about the way Admiral Insurance (Gibraltar) Limited (“Admiral”) dealt with a claim he made under his motor insurance policy.

What happened

The details of this complaint are well known to both parties, so I won’t repeat them again in detail here. Instead, I’ll focus on outlining what Admiral said in response to Mr F’s complaints before moving on to giving the reasons for my decision.

Admiral issued four final responses about the handling of Mr F’s claim between March 2025 and May 2025, the main points of which were:

- Final response dated 20 March 2025 - Mr F complained about poor communication and administrative handling when his vehicle claim was first being processed. Mr F said there was a lack of updates, Admiral instructed a salvage agent without his consent, and there was miscommunication about the independent assessor. Admiral upheld five out of six complaint points, excluding their total loss decision, but accepted there had been communication and service failures and awarded £125 compensation.
- Final response dated 3 April 2025 - Mr F complained that there were continuing problems through late March 2025, including missed callbacks, failed webchat responses, poor communication about the total loss status, and dissatisfaction with the replacement courtesy car. Admiral upheld most of the complaint points and accepted that service failures had occurred. They awarded another £125 compensation but did not uphold Mr F’s complaint about the size of the courtesy car, and said the vehicle provided was in line with the policy’s terms.
- Final response dated 29 April 2025 - Mr F complained about ongoing delays, valuation errors, the handling of his total loss settlement, and misinformation around alloy wheel valuations. He said Admiral failed to send information to the assessor promptly, demanded unnecessary proof of purchase, and caused additional costs and stress to him. Admiral upheld five of the complaint points and accepted that delays and poor communication had continued, and they awarded an additional £300 compensation. But they didn’t uphold Mr F’s challenge to the independent assessor’s vehicle valuation and said the assessor couldn’t include optional extras without receipts given the vehicle was over 20 years old.
- Final response dated 29 May 2025 – Mr F complained that he’d not received his total loss settlement payment while the valuation dispute was ongoing, and that his vehicle had not been returned since it was collected. Admiral accepted that they should have issued an interim payment once the total loss value was established and confirmed an interim payment plus 8% interest would be made as well as awarding a further £150 compensation.

Mr F remained unhappy with how Admiral had handled his claim as well as their responses to his complaint. So, he brought them to this Service and outlined why he felt Admiral should pay a higher sum for the total loss settlement of his vehicle, as well as additional compensation for the cumulative distress and inconvenience caused to him.

An Investigator then looked at what had happened and recommended the complaint should be upheld and that Admiral pay an additional £300 compensation. Mr F replied to the Investigator's findings and said he would accept the additional sum of compensation in order to conclude the complaint, but maintained that Admiral's actions had caused substantial emotional and financial consequences and he felt the total compensation was below what he felt was fair and reasonable.

Admiral also responded to the Investigator's findings but didn't agree with the recommended increased compensation. They said Mr F had already been awarded £700 across the four final responses, and the total the compensation award they'd made reflected the cumulative effect of all upheld issues, rather than being itemised per complaint point. Admiral did not feel that awarding a further £300 compensation was justified or warranted and asked for an Ombudsman to consider the complaint.

I issued a provisional decision on the complaint, and I said the following:

"I first want to acknowledge that I've intentionally summarised Mr F's complaint in a lot less detail than he has presented it. No discourtesy is meant by this, and I want to assure him that I have read and considered everything submitted in its entirety. However, as an informal dispute resolution service, our role is to focus on the main issues of a complaint in order to reach a fair and reasonable outcome overall. And this means I have only focused my decision on what I consider to be the key points of this dispute.

What's more, the background to this complaint is largely agreed between the parties and Admiral has acknowledged that their service fell short in several areas. This means I don't need to make an extended finding on whether or not they did something wrong here; they accept they did. Instead, my decision will focus on what steps Admiral has taken to put things right and whether I think that's enough to fairly conclude the complaint. As things currently stand, I consider the core components of this complaint to be the total loss settlement offer, and how much compensation Admiral should pay for their handling of the claim.

In respect of the total loss, the Investigator has already set out that Admiral's settlement amount was higher than the valuation guides they considered. I've also considered the relevant evidence, and I've reached the same overall conclusions as the Investigator. And this means I'm not going to make an extended finding on this point again. I've considered the valuation evidence, and I'm satisfied Admiral's total loss amount is in line with the policy's terms and produces a fair and reasonable outcome.

In respect of the alloy wheels, the Investigator has already explained why it's fair and reasonable for Admiral to have made the offer for them that they did, given the policy does not cover them. I've also considered how Admiral valued the alloy wheels, and I'm satisfied their settlement produces a fair and reasonable outcome.

The Investigator recommended that Admiral pay an additional £300 compensation, to bring the total award to £1,000. I know Mr F feels very strongly that Admiral hasn't acted fairly and reasonably when dealing with this claim. And I also know he'll be

disappointed that for the reasons set out below, I'm not going to direct Admiral to increase the compensation already paid.

In terms of making a compensation award, it's important to note that this Service doesn't punish or fine a business. So, while Mr F has said that he feels Admiral has made procedural breaches, this isn't something this Service enforces. A compensation award is intended to reflect the impact a business's actions had on their customer. That means I need to look at how Mr F says he was affected, but also at the length of time overall as well as considering this Service's approach to making compensation awards. An award of up to £750 is usually made where the impact of a mistake has caused considerable distress, upset and worry that lasts over many weeks or months.

Ultimately, while I recognise that Admiral's handling of this claim clearly fell short, and there are instances of them causing distress, upset and worry – the period I am considering is between March 2025 to May 2025. And given the relatively short period of time and the fact Admiral were providing regular responses and engaging with Mr F's complaints, I think the total award of £700 for that period is fair and reasonable in the circumstances of this complaint.

I appreciate this is not the level of compensation Mr F had hoped for, and it may not ultimately change matters for him. But in relation to the issues I think Admiral are responsible for, during the period I have considered, I find the compensation already paid to be in line with the level of compensation appropriate to these issues, and I'm satisfied this produces a fair and reasonable outcome in this particular complaint.

For the avoidance of doubt, my findings are in relation to delays and impact caused up until Admiral's final response dated 29 May 2025. Should Mr F have additional complaints in relation to delays and the impact caused after this date, he should raise them to Admiral in the first instance for them to comment on."

I concluded that I did not intend to uphold this complaint or to direct Admiral to increase the compensation already paid. I invited both parties to provide a response to my provisional findings. Admiral responded and said they agreed with my conclusions. Mr F did not provide any further information for me to consider.

As both parties have now had the opportunity to provide a response, I will set out my final decision below.

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 neither party has provided any further information for me to consider, I see no reason to reach a different conclusion than I did previously. As such, I find that the total award Admiral paid of £700 is fair and reasonable in the circumstances of this complaint and I do not direct them to increase it.

My final decision

For the reasons I have given above, my final decision is that I do not uphold this complaint or require Admiral Insurance (Gibraltar) Limited to do anything more than they have already.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or

reject my decision before 12 December 2025.

Stephen Howard
Ombudsman