

The complaint

Miss H complains Admiral Insurance (Gibraltar) Limited (Admiral) caused avoidable delays after she made a claim on her motor insurance policy.

Admiral are the underwriters of this policy i.e. the insurer. Part of this complaint concerns the actions of the intermediary. As Admiral have accepted it is accountable for the actions of the intermediary, in my decision, any reference to Admiral includes the actions of the intermediary.

What happened

In November 2024 Miss H was involved in an accident with a third-party. She made a claim on her motor insurance policy. Her car was repaired by Admiral's approved repairer. Liability for the incident was pursued with the third-party.

Miss H said she has had to contact Admiral several times for an update on her claim however liability for the claim was still not settled. When her policy was due for renewal she moved to an alternative insurer.

In July 2025 Admiral accepted there had been delays that could've been avoided and in recognition of its error awarded her £300 for the distress and inconvenience caused.

Because Miss H was not happy with Admiral, she brought the complaint to our service.

Our investigator upheld the complaint. They looked into the case and said given the length of the claim, the delays caused and the lack of updates and communication from Admiral, it should increase its offer of compensation by a further £300 making a total of £600.

As Admiral are unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

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.

The incident happened on 20 November 2024. I saw the damage to Miss H's car was repaired and it was returned to her by 11 December 2024. I am therefore satisfied the repairs to her car were completed in a timely manner.

The issue in this case is regarding liability for the incident. The circumstances of the incident reported by Miss H was she had to make an evasive manoeuvre to avoid an oncoming third-party car that was driving dangerously and didn't stop. This resulted in her colliding with a stationary vehicle. Miss H had three witnesses to the incident.

I saw Admiral contacted the third-party insurer in mid-December 2024. Their insured denied involvement. In January 2025 more information was requested from Admiral from the third-

party insurer and Admiral provided some witness evidence, and said it held their insured to be at fault.

I saw in February 2025 Miss H asked Admiral for an update on her claim. It told her although it had provided two witness statements, the third-party insurer would likely dispute these, due to both witnesses saying they knew her. It also explained if it wasn't able to acquire any independent witness statements that proved the third-party's involvement it may need to settle this as a claim on her own policy. I saw after Miss H's call it chased the third witness again. They confirmed the make and model of the third-party car involved.

I saw between March 2025 and May 2025 the third-party insurer contacted Admiral three times and denied involvement in the incident and requested more information. I saw it disputed validity of the witness statements because they were known to Miss H.

Even though I saw Admiral was pursuing liability with the third-party I found there were some avoidable delays. Although there is evidence of Admiral contacting the witnesses, this was often after Miss H chased for an update on her claim. And also, it didn't action the third-party insurers requests for information for more than two months.

Although I have found there were delays in agreeing liability in this case, due to the circumstances of the incident, I'm not persuaded liability would've definitely been agreed by the time of Miss H's renewal in July 2025, even if there hadn't been any delays. It can often take many months for liability to be agreed upon and Admiral cannot insist the third-party insurer accepts liability. I recognise when Miss H took out a new policy that this claim was recorded as a fault claim, however when liability is in dispute it is usual for a claim to be recorded as fault/bonus disallowed.

If Admiral manage to recover its costs from the third-party insurer then the claim will be recorded as non-fault against Miss H's policy. She will then be able to provide this information to her current insurer who should be able to recalculate her policy premiums based on the updated information.

It's important that I make it clear that it's not my role to decide who's at fault for an accident, as ultimately that's a matter for the courts. And, like all motor policies, Miss H's policy allows Admiral to settle claims as it sees fit. That means it doesn't require her consent to decide how to settle a claim and it may make a decision that she doesn't agree with.

Although Admiral accepted there were avoidable delays and paid Miss H £300 for the distress and inconvenience caused up to July 2025, I don't think this is a fair and reasonable amount. This is because Admiral's lack of proactivity in obtaining witness evidence and also its failure to respond to repeated requests from the third-party insurer for information, for more than two months, led to Miss H feeling vulnerable. And extra effort from Miss H has been needed to try and progress the claim with the third-party insurer. I think this amount should be increased to a total of £600.

Therefore, I uphold Miss H's complaint.

Putting things right

I require Admiral to pay Miss H a total of £600 compensation for the distress and inconvenience caused to her.

My final decision

I require Admiral Insurance (Gibraltar) Limited to pay Miss H a total of £600 compensation (Less the £300 already paid).

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

Sally-Ann Harding
Ombudsman