

The complaint

G, a company, complain about Admiral Insurance (Gibraltar) Limited's handling of a claim they made after their van was damaged.

What happened

The background to this complaint is well known to both parties, so I'll provide only a brief summary here.

G had a commercial van insurance policy underwritten by Admiral to cover a van they used for business purposes.

They made a claim on 17 July 2025 after the locks on the back doors of the van were damaged – and inoperable – due to an attempted break-in overnight.

G say they were given misleading information when they reported the claim. They say they were persuaded to pursue a claim for total loss when in fact the van was repairable.

G also say this meant they could not access stock in the back of the van – and/or could not replace the van – in time to attend an event between 21-24 July 2025.

They say they lost around £30,000 in expected sales from that event, which was a severe impact on their business.

G complained to Admiral, who accepted there had been some delays in responding to G during the handling of the claim and paid £50 in compensation for G's inconvenience.

But they said G hadn't been misled during the claim calls or other communications and they wouldn't be covering their assumed business losses.

G weren't happy with this outcome and brought their complaint to us. Our investigator looked into it and didn't think it should be upheld.

He thought the £50 compensation paid for minor administrative errors was fair. And he didn't think G had missed the event in question due to any misleading information provided by Admiral.

G disagreed and asked for a final decision from an ombudsman.

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.

G have my sympathy about what happened in this case. They were the entirely innocent victims of a crime which caused them a great degree of trouble and inconvenience at an extraordinarily unfortunate time.

I have no doubt, from the evidence G have provided, that they missed the opportunity to make quite substantial profits from the event in question. The fact that they missed out on that opportunity must have been extremely frustrating and annoying.

What I have to decide in this case is whether there were any errors or omissions on Admiral's part which contributed to G missing that business opportunity.

As G have said, this isn't a claim for losses under the policy terms. G don't have business interruption cover with Admiral, or I assume with anyone else. And the claim for the van has now been settled.

In this complaint, G are alleging that errors on Admiral's part led to substantial consequential losses for their business because, if they had been advised correctly when they made their claim, they could have attended the event on 21-24 July 2025.

I've listened carefully to the notification of loss call on 17 July 2025. On two separate occasions, the agent tells G that they have two options. The agent says that, given the value of the van, there is a likelihood the claim will be settled as a total loss – which is option one.

However, the agent says that if G want to find out whether the van can be repaired, it can be taken to a repairer (option two). They also say that would mean an inspection by the repairer, and their assessment would then be reviewed in-house before repairs were approved (if indeed they were economically viable).

At no point does the agent say the van cannot be repaired. And it's not unreasonable for them to point out to G the value of the van and the likely timescales if the repair route were taken. Particularly given that G had said several times that their main concern was to get back to normal business operations as soon as practically possible.

On the basis of that exchange of information, G clearly summed up, towards the end of the conversation, what *they* wanted to do in terms of next steps.

They said they'd drive the van back to base, would wait for it to be picked up by Admiral's agents (from whom they would pick up the stock in the back of the van), and would be happy for the claim to be handled as a total loss.

I don't agree with G then that they were misled during that conversation. There was an agreement between the two parties that, in all the circumstances, the best option in terms of G getting back to business as quickly as possible was likely the total loss route. And that decision was ultimately left to G (in light of all the information provided by the agent).

It seems to me that the agent described the repair route accurately. Their warnings about the likely timescales were clearly based on the agent's best guess. And if the repair route had in fact been followed, it's unlikely the claim would have been settled by 21 July 2025.

G may have had a courtesy van, if the claim had progressed very quickly to repair (in itself unlikely) but that, as the policy terms make clear, would be a small van rather than a like-for-like replacement and wouldn't have suited G's purpose in attending the event on 21-24 July 2025.

G may have had access to the goods in the back of the van – although again, that would not have been certain given the timescales for the repairer's assessment, the review of that assessment by the in-house engineer and the approval of the repairs.

And the van itself would almost certainly not have been fully repaired in time for attendance

at the event on 21 July 2025.

I can also see from the claim notes that once the total loss route was initiated, things moved very quickly. Admiral's claims team told G on 18 July (the day after the claim was made) that they'd completed their validation and would now move to settlement as soon as possible.

Had that happened, it is possible the vehicle would have been picked up – and the goods in the back of the van made accessible to G – very soon thereafter.

Instead, at that point, G told Admiral they'd like to consider retaining the vehicle. Admiral then set that process in train – and advised G the next step was for them to provide photographs of the vehicle.

G appear to have provided the required photographs on either 21 or 22 July 2025 (Admiral didn't have them until 22 July at the earliest) – which is of course *after* the event in question had already begun, on 21 July.

In summary, I don't think Admiral misled G in that claim call. It's clear G made their own (informed) decision about which route to take with the claim at the end of that call. And it's clear the claim was delayed – after 18 July 2025 – because G wanted to consider retaining the vehicle.

I can't see then that any error or omission on Admiral's part led to G missing the event starting on 21 July 2025.

Taking a step back from the detail, G made a claim on 17 July 2025. It isn't a realistic expectation that Admiral would have any obligation to have that claim processed – to the extent that G had access to the back of the van and/or the means to replace their van – within three or four working days (depending on when we assume G would have had to set off for the event starting on 21 July 2025).

Motor claims would not normally move at that pace. And there's nothing in the policy terms to suggest that Admiral would ever be under any obligation to validate and/or settle a claim within such a short timescale.

As I say, the timing of the crime was extremely unfortunate for G, but that wasn't Admiral's doing. And it did not place any duty on them to resolve the claim within the very short timescale leading up to the event starting on 21 July 2025.

Admiral admitted some small errors and delays in their communication with G as the claim progressed. I agree with Admiral - and our investigator – that £50 is fair and reasonable compensation for the relatively minor inconvenience that caused G.

My final decision

For the reasons set out above, I don't uphold G's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask G to accept or reject my decision before 9 April 2026.

Neil Marshall
Ombudsman