

The complaint

Mrs H complains about how Admiral Insurance (Gibraltar) Limited (“Admiral”) dealt with a claim she made on her car insurance policy.

What happened

Mrs H had motor car insurance with Admiral which started in May 2022.

In December 2022 Mrs H’s car was set on fire on her driveway. So, she made a claim for the damage to Admiral.

Mrs H’s car was deemed a total loss following the fire. Since she made her claim Mrs H says she hasn’t been provided with regular updates. Initially Admiral said it was waiting for the police report but Admiral have had the report for a significant period of time and the claim still hasn’t been settled.

Mrs H says Admiral have refused to provide her with a reasonable time frame as to when it will settle her claim. Mrs H says she’s provided Admiral with all the information it requested – financial statements, DVLA check codes, proof of deposit, and an invoice for the finance settlement quote.

Mrs H contacted Admiral by phone and by email on numerous occasions but wasn’t provided with regular updates.

Mrs H says because Admiral didn’t settle the claim the finance company started legal proceedings which has been stressful to deal with. Mrs H wants Admiral to settle the claim and stop any further delay. Because Mrs H wasn’t happy she complained to Admiral.

Admiral said it was waiting for a police report and it had no control over when it might be received. So, it wasn’t able to provide a timescale for when it would be in a position to settle the claim. Admiral said it would ensure the case is actioned as soon as the report was received. So the complaint wasn’t upheld.

Mrs H wasn’t satisfied with the response from Admiral and so referred her complaint to this service. One of our investigators looked into things for her. She said it was reasonable for Admiral to wait for the police report in order to assess the claim, but Admiral could have been more proactive at requesting it. The investigator said Admiral could have kept Mrs H better informed. And since Admiral unnecessarily delayed the claim it should pay Mrs H £150.

Admiral agreed with the investigator’s outcome. Mrs H said she didn’t think £150 was sufficient for the distress and inconvenience caused. And so the complaint has come 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.

I can see this incident and its consequences have had a significant impact on Mrs H. I've no doubt she has done all she can to try and prove her claim and acted in good faith when reporting the incident to police. I can understand why she believed her claim would be settled promptly.

I've read Mrs H's policy terms and conditions to understand what is expected in the event of a claim. The policy says, "*you must immediately report any incident involving malicious damage, theft, or deliberate fire to the police and:*

- *Support them in their investigation and any prosecution against the person responsible*
- *Give us a crime reference number within 24 hours, that relates to the incident you are reporting"*

In section 17 of 'General conditions' the policy says, "*you must respond to all requests for documentation...during the administration of a claim. You may be asked to provide documents, data, and other records to validate your claim.*"

In this case as the claim was due to the damage of Mrs H's car, Admiral needed to confirm the outcome of the police case. The claim records show Mrs H gave information showing she'd contacted the police within days of the incident. But Admiral didn't request the police report until March 2023; over two months later. It's not clear why this wasn't requested earlier. I accept Admiral has no control over the timescales it takes for the report to be returned after it is requested. But it could have been requested around two months earlier.

As set out in the policy terms, when a claim is made its necessary for Admiral to carry out validation steps to ensure cover is in place and determine the costs. We expect it to handle claims effectively and to minimise any delays.

The claim notes show there were numerous calls and emails from Mrs H to chase updates on the matter, which is understandable since she was still repaying the finance for the vehicle. And the delays caused the finance company to threaten court proceedings which would have been very distressing for Mrs H.

So, I think Admiral is responsible for some of the delays here. In particular the time taken to first ask for the police report. As well as the lack of telephone contact which contributed to the matter not progressing as it should. I can see Mrs H cooperated fully in order to avoid any delays.

Putting things right

As I found that Admiral did cause unnecessary delays and didn't communicate with Mrs H as I would have expected, I think it should pay her £150. This is fair compensation to reflect the distress and inconvenience caused.

I acknowledge Mrs H's concerns that the compensation doesn't cover the level of distress and inconvenience however I can only consider the issues that have first been raised in Mrs H's complaint to Admiral. So, I am only looking at events from the date of the incident to the date of Admiral's final response on 18 April 2023.

My final decision

For the reasons I have given I uphold this complaint.

I require Admiral Insurance (Gibraltar) Limited to pay Mrs H £150 in compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 26 March 2024.

Kiran Clair
Ombudsman