

The complaint

Mr M has complained about the handling of his motor insurance claim by Admiral Insurance (Gibraltar) Limited.

What happened

The following is intended only as a brief summary of events. For the sake of simplicity, I have just referred to Admiral, even where other parties have taken actions on its behalf.

Mr M has a motor insurance policy underwritten by Admiral. On 8 March 2024, he reported that his car has been damaged and that he needed to claim under the policy.

Although an initial repairer was instructed, Mr M was staying away from the address his policy had been set up with. So, a second repairer needed to be instructed. This happened on 11 March. Ultimately, Mr M's car was not collected until 15 March. It was assessed on 19 March and Mr M was contacted about a courtesy car the following day.

During this period, Mr M regularly chased Admiral, asking for a courtesy car to be provided. On the morning of 16 March, Mr M explained that he needed to get to work later that day, but did not have a courtesy car. Admiral advised that, as it was a Saturday, the repairer were not open, so could not confirm if the claim was authorised and to provide a courtesy car.

Mr M complained about the delays, communication issues and lack of a courtesy car. He said that without a car, he had been unable to get to work and had been dismissed from his role, and had lost the accommodation provided alongside this position.

Admiral agreed that its communication could have been better during this process. It also said that the issues with Mr M not being at his usual address had caused an initial delay, but that it had taken longer than it ought to have to get the vehicle assessed by a repairer. It did not consider the overall time to have been excessive though. Admiral offered Mr M compensation of £145. It has also arranged for a replacement car to be provided.

Mr M remained unhappy and brought his complaint to the Ombudsman Service. Mr M also raised concerns about the type of replacement car he was provided. Our Investigator thought that Admiral's offer of compensation was not appropriate given the delay, and he thought this should be increased to £250. He didn't agree that Admiral should compensate Mr M for the loss of his job though, as he felt Mr M could have reasonably mitigated this loss but didn't.

Mr M remains unsatisfied with this outcome and so his complaint has been passed to me for a decision.

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.

Having done so, I have come to the same outcome as our Investigator, largely for the same

reasons.

I am sorry to hear of the position Mr M finds himself in, and the impact this has had on his health and finances.

It is clear that Admiral did not provide the level of service that could reasonably have been expected of them. And that this had an impact on Mr M. The question really is how much of the impact Mr M has felt can fairly and reasonably be attributed to Admiral's failings.

I'm not persuaded Admiral did enough to identify the location of the vehicle when it was initially reported and/or did not instruct an appropriate repairer. I note the policy places an obligation on a claimant to provide details of the vehicle's location when a claim like this is made. But I think that there is an onus on an insurer to support its customer through a claims process, and to confirm details such as this.

Even once an appropriate repairer was instructed, it took longer than it ought reasonably to have for the car assessed and for a replacement vehicle to be provided. Admiral has referred to a five-day timeframe being required for this. I think the appropriate timeframe is likely to depend on the circumstances of the claim. But in Mr M's case it took around a week and a half for the claim to be accepted. It is not disputed by Admiral that this is longer than it ought to have taken.

Since making his complaint to Admiral, Mr M has raised concerns about the type of car he was ultimately provided. These do not technically form part of the complaint Admiral considered at the time, and to which this decision relates. That said, I do note that the policy does not state that the courtesy car a customer is provided will be like-for-like.

Had Admiral confirmed the claim was authorised within the timeframe it ought to have, Mr M would likely have had a courtesy car before 16 March. Given this, I can appreciate his view that the failure to provide the courtesy car by this date led to him losing his job.

However, as our Investigator has said, it is reasonable to expect someone in Mr M's position to mitigate his losses as far as is possible.

I note that Mr M's was staying some distance from his work location. However, it doesn't seem as though he needed to be in work on 16 March until the afternoon. And there do appear to be public transport services that would have got him there in about an hour and half. Whilst this may have been inconvenient, it is reasonable to expect someone to undergo such inconvenience rather than experience the full detriment Mr M holds Admiral responsible for. And even if public transport itself may not have been suitable, there do appear to be taxi services available in the area that Mr M could have used.

So, I am not persuaded that the availability of a courtesy car meant that Mr M would not have been able to get to work. It follows that I am unable to conclude that Admiral is responsible for Mr M having lost his job.

I note the loss of Mr M's job, and the associated circumstances, have apparently had an unfortunate impact on Mr M's mental health. I am sorry to hear about this, and I hope that this situation improves. But as I do not consider Admiral are responsible for the loss of his job, I am unable to take these issues into account when thinking about what Admiral needs to compensate Mr M for.

Admiral did cause Mr M a great deal of frustration and inconvenience though. And I am not satisfied that the £145 offered is appropriate to compensate this.

Putting things right

To put things right, Admiral Insurance (Gibraltar) Limited should pay Mr M £250 compensation in total, if it has not already done so. Any amount of compensation it has paid so far in relation to this complaint can be deducted from this amount.

My final decision

My final decision is that I uphold this complaint. Admiral Insurance (Gibraltar) Limited should put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 26 July 2024.

Sam Thomas
Ombudsman