

## **The complaint**

Miss M has complained about the way Admiral Insurance (Gibraltar) Limited dealt with a claim she made against her car insurance policy.

## **What happened**

Miss M made a claim to her insurer Admiral when she was involved in an incident.

Miss M complained to Admiral about its delay, not calling back when agreed, information it gave her which she said was incorrect, and not providing a courtesy car. Miss M says Admiral caused delay in settling her claim as a total loss. Miss M wanted compensation for the distress and inconvenience caused and for loss of use.

Admiral upheld some of Miss M's complaints. It accepted that it had caused a delay recovering her car to a garage to assess for a repair decision. It said it failed to call back when promised and there were wait times when Miss M called for updates. Admiral paid Miss M £350 compensation.

It said it didn't provide a courtesy car unless Miss M's car was being repaired. But for the recovery delay which delayed its decision to settle the claim as a total loss, Admiral paid the equivalent of £10 a day for loss of use totalling £110.

So Admiral paid Miss M a total of £460 in compensation.

Miss M remained unhappy and asked us to look at her complaint.

Our Investigator thought Admiral had done enough to put things right.

Miss M didn't agree and wants an ombudsman 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 understand Miss M is upset with the time involved for her and that she had to keep chasing Admiral for an update on her claim.

When a claim is made, it's reasonable to expect a degree of our own time in having to deal with it. I think this is inevitable and there will be an element of disruption to daily life. Fortunately, this isn't an everyday occurrence.

When things go wrong, we look at what the impact was, what the policy says, and what an insurer did to put things right.

There's no dispute that Admiral at times provided some poor service. An agent told Miss M she would be entitled to a courtesy car while her car was being repaired. This wasn't wrong, but Miss M's car wasn't repaired and so her claim was settled as a total loss. This meant that Miss M wasn't entitled to a courtesy car in line with the terms of the policy.

From the date of the incident to confirming the total loss settlement to Miss M, the turnaround time was two weeks. To reflect a delay, as a goodwill gesture, Admiral paid Miss M £110 for loss of use. This is outside of the policy and so I think this is fair and reasonable to reflect additional time where Miss M was without use of a car.

Miss M is unhappy that Admiral intended to apply a 10% deduction to the total loss settlement due to Miss M's car's MOT having expired. On further research, Admiral agreed to reverse this deduction the following day from the settlement.

Overall Admiral settled the claim just over three weeks from the date of the incident, which is a reasonable timeframe when dealing with claims.

If Admiral had dealt with the claim perfectly - so if I say allowing five working days to recover, assess and settle the claim, Miss M would still have been inconvenienced by being without a car and needing to find a replacement and make alternative arrangements.

So when looking at what Admiral could have done better, and what it has done to resolve Miss M's complaint, I think it has done enough. The compensation it paid of £350 and £110 for loss of use is reasonable for the poor service and delays - and in line with awards we give for similar complaints.

I'm sorry to disappoint Miss M. But this means I'm not asking Admiral to do any more.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 30 September 2024.

Geraldine Newbold  
**Ombudsman**