

The complaint

Mrs F is unhappy with the service she's received from Admiral Insurance (Gibraltar) Limited (Admiral) after making a claim under her car insurance.

What happened

In December 2022 Mrs F was involved in an accident and made a claim to her car insurer, Admiral.

Mrs F was unhappy with Admiral's handling of the claim and raised several complaints. This included delays during recovery after the accident, delays in repairs, having to make a significant number of calls to Admiral (or their agents) and the impact of this, and not being provided a courtesy car until around three weeks after the accident.

Admiral issued several final responses to Mrs F's complaints across the duration of the claim. Ultimately, they paid a total of £200 compensation and £260 as a loss of use payment for the period Mrs F was without a courtesy car.

Mrs F wants £750 compensation for what happened, and as she remained unhappy with Admiral, she approached this service.

One of our investigators considered the complaint but she didn't uphold it. She said the compensation and the loss of use payment was already fair, so she didn't recommend Admiral do anything further.

Mrs F didn't agree 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.

Having done so, and whilst I appreciate it'll come as a disappointment to Mrs F, I'm not going to direct Admiral to do anything further at this stage.

It's not in dispute by Admiral that the service Mrs F received fell short. They accepted the various complaint points made and offered compensation and a payment for loss of use whilst Mrs F was without a courtesy car. To summarise, Admiral said:

- Whilst it took time for recovery after the accident, the recovery agent attended as soon as they were able to.
- Admiral recognise they were very busy which resulted in Mrs F having difficulties reaching them, or being able to reach the correct department, and needing to wait on hold for long periods of time.
- The repairers failed to keep Mrs F updated. Admiral's garages were at capacity which resulted in delays in being able to carry out repairs, but Mrs F should have been kept updated.
- Admiral accept there was a delay in providing a courtesy car and made a payment for loss of use for that period. They also said if there is any loss of income due to being unable to get to work then evidence of this should be submitted to them by Mrs F.

Over the course of the claim and complaints, Admiral paid £200 compensation for the overall service Mrs F received, taking into account the points I've outlined above. And alongside this, they also paid £260 for the period Mrs F was without a courtesy car, which was based on £10 per day for loss of use.

Whilst I've not commented individually on everything that occurred (or where the service fell short) over the claim duration as this isn't in dispute, I have taken all the information provided by both parties into account when reaching my final decision.

Having done so, I think the compensation already paid by Admiral is fair for what happened. I do appreciate it would have been very frustrating to not be updated, encounter delays, and then need to contact Admiral (and their agents) as a result. And when doing so, to then encounter issues with hold times or being able to reach the correct department. However, I think the compensation Admiral has already paid for the service provided is fair.

Admiral also paid £260 as a loss of use payment for the time Mrs F was without a vehicle. And this is what I would have directed Admiral to pay if it hadn't already. So, I'm satisfied both the compensation and loss of use payments are fair and reasonable in the circumstances, so I'm not going to direct Admiral to increase this.

However, Admiral also recognised that Mrs F said she had to do a number of hours of unpaid work as a result of the time she spent on the phone trying to speak to Admiral and their agents. In their final response dated 3 May 2023 they said:

"You worked unpaid overtime to make up for the time you had to take off to call us about the claim and want this reimbursed."

"As previously confirmed in the previous Final Decision that was sent on 08/03/22, we would be willing to look at reimbursing any loss or earnings that you incurred due to the errors. We would require to see documentary evidence of this before we would be able to agree any lost income reimbursement."

Therefore, if Mrs F has any evidence to demonstrate time taken away from work as a result of Admiral (or their agents), and any losses incurred as a result, then she should submit this to Admiral to consider further. If once Mrs F has done this, and if Mrs F remains unhappy with the position Admiral reaches based on the information she provides them, we may be able to consider that as a new separate complaint.

But based on what I've seen, I think the £200 compensation paid for what happened, along with the £260 payment for loss of use, is fair and reasonable in the circumstances, so I'm not going to direct Admiral to increase this.

My final decision

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs F to accept or reject my decision before 12 September 2023.

Callum Milne
Ombudsman