

The complaint

Miss F complains about how Admiral Insurance Company Limited has handled a claim made on her motor insurance policy. She wants a refund of her premiums.

What happened

Miss F was involved in an incident which Admiral thought was non-fault. Miss F agreed for her car to be repaired. But she was unhappy that she wasn't provided with a like for like courtesy car and so she didn't go ahead with these. Miss F thought a bigger car should be provided through a non-fault service.

Miss F said she was encouraged by Admiral to obtain the other driver's details from the police, which was contrary to data protection laws. She thought Admiral had caused delays in the claim and had delayed repairing her car.

Admiral agreed it shouldn't have encouraged Miss F to approach the police and it hadn't acted promptly in sending the police report to the other insurer. It offered Miss F £15 for her calls and £50 for her trouble and upset. But Miss F thought it should pay her further compensation.

Our investigator didn't recommend that the complaint should be upheld. She thought Admiral had offered Miss F a courtesy car in keeping with her policy terms and conditions. It was waiting for an admission of liability before it could offer Miss F its non-fault service.

She thought it was for Admiral to obtain the police report and this had caused Miss F stress and worry. She thought Admiral hadn't acted promptly on occasion. But she thought this didn't make any difference to the claim as the other insurer still denied liability. She thought Miss F had agreed to delay repairs until this was done so that she needn't pay her policy excess and could get a bigger courtesy car. She thought Admiral's compensation had been fair.

Miss F replied that Admiral had recorded the claim as non-fault but hadn't contacted her about this or repaired her car. She thought the CCTV footage of the incident was clear. She said she'd had no contact from Admiral for months.

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.

It's now over two years since Miss F's accident, and I can understand that she wants her car repaired. I can see that she's been disappointed by Admiral's level of service. But I can't say that it needs to do anything further. I'll now explain why I think this.

Admiral has been consistent in holding Miss F not at fault for the incident. So this hasn't affected her No Claims Discount (NCD). Miss F says that the CCTV footage shows the other car driving into hers. I can see that Admiral sent the police letter confirming the registration of the car to the other insurer with its allegations. But Admiral says that the other insurer won't admit liability.

In order for Admiral to take this further, such as by threatening legal action, it needs to have made an outlay. The relevant outlay here is the cost of repairing Miss F's car and providing her with a courtesy car. I think Miss F has been very clear that she doesn't want her car repaired before an admission of liability is obtained. This is so that she can avoid paying her policy excess and can have a suitable courtesy car provided through the non-fault service.

So I think it's Miss F's decision that is delaying the claim, not Admiral's poor service. Admiral confirmed to Miss F in March 2019 that it had authorised its approved repairer to carry out the work required. But Miss F would still have to pay the £250 policy excess.

I think this is standard industry practice as the policy excess is always the first part of a claim to be paid. Where an admission of liability is obtained from the other insurer, this can be recovered as an uninsured loss. But I can see that Admiral has already told Miss F that it would waive this when the admission is obtained. And I think Admiral explained that Miss F couldn't use the non-fault service without this otherwise she might be liable for costs herself.

Miss F said she was promised a like for like courtesy car. But I haven't seen any evidence of this. Miss F said she'd paid extra premium for a hire car. But this cover is only applicable when the car is written off or stolen, not when it's repaired. I think the policy is clear that it doesn't provide a like for like car, but a small car, in the case of repairs. I can understand that this won't suit Miss F's circumstances, but I can't hold Admiral responsible for this.

Admiral has already agreed that it shouldn't have encouraged Miss F to obtain information from the police. But, as the investigator explained, this didn't cause any delays in the claim as the other insurer declined to admit liability after the police letter had been sent on.

Miss F said she hadn't heard from Admiral for months. But I would only expect Admiral to update her if it had any news. And, as Miss F hasn't agreed for her car to be repaired, then I don't think Admiral had anything new to tell her. Miss F said the approved repairer had told her liability had been admitted. But I think this must have been in error as Admiral confirmed the other insurer had not admitted liability.

Admiral has compensated Miss F with £15 for the cost of her calls and £50 for her trouble and upset. I think this is fair and reasonable and in keeping with what I'd award in similar circumstances. I don't require Admiral to do anything further. From what I can see, Miss F didn't cash her cheque. If she wishes to accept it, she should contact Admiral to have it re-issued. I expect Admiral to honour this offer.

My final decision

For the reasons given above, 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 F to accept or reject my decision before 23 February 2021.

Phillip Berechree
Ombudsman