

The complaint

Miss M had a motor insurance policy with Admiral Insurance Company Limited. She complains that it provided poor service to her and increased her premium unfairly.

What happened

Miss M's car was damaged by a truck owned by 'firm Y' and the driver left the scene without providing any details. Miss M got an estimate for repairs, but she didn't want to make a claim on her policy. She wanted the driver who caused the accident to be found. She asked Admiral to review CCTV footage and to contact firm Y to arrange to inspect its truck.

Miss M says Admiral delayed unduly in making these enquiries and that its claims' handlers didn't seem to know what was happening. She also told Admiral that an advisor who had promised to send her a text message didn't do so - and that her complaint wasn't registered initially. She said her premium rose at renewal and her no claims discount (NCD) was lost. She said the stress from the claim had affected her badly, especially as she was pregnant.

Admiral upheld most of Miss M's complaints and offered her £100 compensation for distress and inconvenience. But it said her NCD hadn't been affected. And it said the renewal quote she got was affected by her being involved in an accident, despite the fact that she hadn't made a claim on the policy. Miss M wasn't satisfied with Admiral's response.

One of our investigators reviewed Miss M's complaint. He thought it was reasonable for Admiral to raise Miss M's premium at renewal. He said there was no evidence of her protected NCD having been affected. But he thought Admiral should pay Miss M a further £200 compensation (£300 in total) for the other issues she'd raised. In particular, he thought Admiral should have chased for the CCTV footage earlier than it did, as it may have helped it to identify the truck and the driver.

Admiral said it had viewed the CCTV coverage and that it didn't show the accident or the truck's registration plate, so it didn't think the delay had caused a problem. It said it was willing to raise the compensation to £200 in total due to the other issues. Miss M wasn't happy with the new offer. She said as Admiral had waited too long to view the CCTV footage, in the meantime the truck that hit her car could have been repaired.

The investigator advised Admiral that his original view would stand, as Admiral should have obtained the footage sooner. He thought if it had done so, it could have had firm Y's vehicles inspected and may have found the one that hit Miss M's car. As there was no response from Admiral, the complaint was passed to me and I issued a provisional decision as follows:

Admiral told us recently that it didn't receive the investigator's final email. It has accepted that there was a delay in it viewing the CCTV coverage, but as it wasn't helpful, I'm not sure viewing it earlier would have made any difference. Miss M told the investigator that she'd viewed the footage early on. She told him she'd informed Admiral at that point that it only showed a truck that was in firm Y's fleet, which couldn't be identified. In my opinion, that means Admiral would always have had to rely on the co-operation of firm Y in order to make

any progress in identifying the truck. And it would then have had to show that the truck caused the accident.

Admiral's file shows that it had been in contact with firm Y by 16 April 2019. It gave firm Y all the details of the accident and the location. In its final response letter, which was sent to Miss M in June 2019, Admiral said that firm Y wasn't co-operating. It still hadn't provided details of which of its vehicles were in the area at the time of the accident. It looks as though that information was never provided.

I don't think it's all that surprising that firm Y didn't co-operate. Usually if a third party won't respond to enquiries, there's the option of starting legal proceedings. But in this case, there was no evidence of the collision, and the truck that allegedly caused it couldn't be identified. So without firm Y's assistance, I don't think Admiral was in a position to take any further action. I can't see how it would have made a difference if Admiral had viewed the footage earlier. It didn't have the right to inspect firm Y's vehicles without firm Y's consent. So it would still have had to rely on firm Y's help – and it's clear that wasn't forthcoming.

I think Admiral has dealt with the other issues Miss M complained about reasonably. It has provided underwriting evidence that shows the increase in her premium was correct. And Miss M's protected NCD was unaffected by the claim. Admiral has accepted that an advisor gave Miss M the wrong advice, that he failed to send her a text message as promised and that her complaint was registered late. It acknowledged that Miss M may have been caused extra stress as a result of being pregnant at the time.

I can see why Miss M is upset, as in her view firm Y escaped liability for the claim. I sympathise with the position she found herself in, but I have to consider whether Admiral acted unreasonably. I think the £200 compensation it has offered Miss M is sufficient to deal with the distress and inconvenience caused by the service issues set out above. So I'm only able to uphold her complaint in part.

I asked the parties to comment on my provisional view. Admiral didn't respond and Miss M said she had nothing to add.

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.

As neither party commented on my provisional view, I see no reason to change it.

My final decision

My final decision is that I partly uphold this complaint. I require Admiral Insurance Company Limited to pay Miss M a further £100 (£200 in total) compensation. Under the Financial Ombudsman Service's rules, I must ask Miss M to accept or reject it before 27 April 2021.

Susan Ewins

Ombudsman