

The complaint

Miss P was unhappy with Admiral Insurance Company Limited's handling of her claim.

What happened

After Miss P had an accident Admiral decided that her car was uneconomical to repair and paid her its market value. But she felt she'd had to do too much to help Admiral, they hadn't kept her updated, and they still hadn't resolved her claim properly. She said that this had caused her distress. She wanted Admiral to apologise, investigate her claim properly, and compensate her.

Admiral accepted they'd made some service failings, and offered her compensation, but they didn't accept her other complaints. Miss P didn't agree and didn't think the compensation was enough. So the case was passed to me to decide and I issued my provisional decision on 14 June. Both Admiral and Miss P made some comments and I deal with them below.

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.

In my provisional decision I said as follows:

“ Miss P had an accident in late January and said that she reported it to Admiral that day. So she was unhappy when Admiral contacted her in early February asking for details of the incident. She said she'd already spent hours talking to Admiral about it and had sent them images.

She said she'd been contacted by a salvage company who pretended to be Admiral's affiliate and wanted to collect her car. But she realised the pretence and Admiral confirmed they were not affiliated. She was unhappy as she felt that Admiral must have sold the salvage agent her details and breached data protection. Our investigator explained to Miss P that she could take this up with the Information Commissioner's Office if she wishes. However Admiral searched their records but couldn't find any record that Miss P had already contacted them. I've looked at their records and they show that Admiral first heard of the claim through the third party's solicitors in early February. They then contacted Miss P promptly.

Admiral asked Miss P to what numbers she had reported the incident and sent photos. They checked those numbers and thought that they were probably from a scam organisation impersonating Admiral in internet adverts. So Admiral thought that it was more likely than not that Miss P had reported the incident to the impersonator by mistake and not Admiral. Miss P was upset that the salvage agents had her details, and she felt that Admiral had breached data protection. But although I can see why Miss P would be upset about that situation, I haven't seen anything to suggest that Admiral caused that situation. And as it hasn't been shown that Miss P did report the accident to Admiral, I can't hold Admiral responsible for failure to act on her report. In any event, their file shows that they did act

quickly once they first heard about it from the third party's solicitors.

However, while I can see from Admiral's file notes that they thought she had called a scammer impersonating them, I don't see that Admiral explained their thoughts to Miss P. And so I think that the matter has continued to cause Miss P confusion. I'll come back to this below.

Miss P also complained to Admiral that after they paid her claim, and Admiral were responsible for her car, she received two traffic contraventions and fines for her car, and it caused her time and stress to clear them. I understand that Miss P and Admiral have dealt with these as a separate complaint and so I don't deal with that issue here. Admiral decided that her car was uneconomic to repair and paid her its market value. But she felt that Admiral hadn't dealt with her claim properly overall. She said that Admiral and their approved repairer didn't get back to her and that Admiral hadn't kept her updated about their investigations into liability and the third party claim. She said that they still hadn't told her the outcome after about a year after the incident, although she'd spent a lot of time helping their investigators.

Admiral accepted that their communication with Miss P could have been better. But they explained that they hadn't established liability at that point, and it could take some time to do that. I think this is not an unreasonable time for an insurer to take with a claim investigation, and I can see from their file that Admiral were still investigating it. But I think that Admiral could have been better about keeping Miss P informed that they were doing that. She also claimed that Admiral took a premium renewal payment from her account even though they'd written her car off a year earlier. She said they persistently requested payment, which felt like harassment, and they took too long to refund it. Admiral apologised for this. They said they'd made a mistake in not cancelling Miss P's policy after they paid her for her written-off car. They therefore issued her a refund of £409.42 plus interest on the period she'd lost use of that amount.

Admiral offered Miss P compensation totalling £150 for not keeping her updated about her claim and mistakenly taking the renewal payment. They also refunded her the renewal payment and interest for the time they'd had it. I think that is fair compensation for those issues.

However, while there will always be some inconvenience for a consumer in dealing with an accident claim, I think that there were two matters where Admiral's actions have made Miss P's claim experience worse than it had to be.

Miss P complained that Admiral didn't do anything to help with her wellbeing after the accident. She said that the third party's behaviour towards her during the incident had been threatening and she still felt unsafe when driving. She felt that Admiral should have done more to help her and get her therapy or a medical assessment. Admiral apologised if she felt that they'd not asked her about her wellbeing following the incident. But they'd listened back to their recording of their first call with her about the incident. They didn't feel she had mentioned it then, and she had cut the call short due to her working commitments and her belief that she had already told them about the incident. However they were willing to look into it further if Miss P could show that she had spoken to them. As I've said above, Admiral think that Miss P first reported the incident to someone who was not Admiral but was impersonating them. And so it was likely to have been an impersonator she told about the circumstances of the incident. But I think that Admiral did not do enough to help Miss P understand why they believed she'd first reported the incident to scammers and not them. And I see that's continued to cause her confusion and distress. Admiral have shown that they advised Miss P by email in early February about what she should do if she wanted any medical help and to claim any uninsured losses. They said it

was not up to them to advise her what to do about that. They said that she had motor legal protection on her policy, and so she could contact Admiral's associated lawyers, who would advise her about those things.

Admiral are correct that it is not their responsibility to deal with any personal injury aspects of a motor insurance claim. And they did correctly advise Miss P by email that she should speak to their associated lawyers about those aspects. But a consumer does not necessarily understand how the accident claims process works. Miss P was still telling Admiral that she remained troubled by the incident and in pain. So I think it should have been clear to Admiral from what Miss P was saying that she didn't understand that she should contact the lawyers about that. And so I think that Admiral should have done more to explain to Miss P that she should contact their associated lawyers and why.

I think that Admiral's failure to deal effectively with these two matters has caused Miss P distress and inconvenience.

My provisional decision

For the above reasons it's my provisional decision that Admiral Insurance Company Limited should compensate Miss P an additional £150, on top of what they have already offered her."

In response to my provisional decision, Miss P replied wanting us to obtain a recording of the call she says she made to Admiral when she first reported the incident. But as I said in my provisional decision, Admiral say they don't have that call and they think she called someone impersonating them. It's not in their interest to deny that Miss P called them, because an insurer wants to know about an incident as soon as possible, so they can deal with a claim right away. So I see no persuasive reason why Admiral would pretend about this.

Admiral replied to my provisional decision showing us that they had sent Miss P a letter in which they explained their investigation into the information she'd given them about the call she thought she'd made to Admiral. This covered why Admiral thought that Miss P must have spoken to someone impersonating them and why this may have happened. I think that was reasonable of them and I wouldn't expect them to do any more. And so I don't think that warrants any compensation from them about that matter.

In their response to my provisional decision Admiral repeated that they are not required to deal with or provide any advice to a customer about making a personal injury claim or to do anything about Miss P's wellbeing. They repeated that they'd sent her details about who he could contact about making a personal injury claim via her motor legal protection. But they've also shown us that after that she called them saying she was still having a problem with her health due to the accident.

I'm not suggesting that Admiral should have evaluated Miss P's health. It's rather that what Miss P said about her health should have suggested to Admiral that she still didn't understand about her options about a personal injury claim. And it should reasonably have prompted them to do more to inform her about the options she had under her policy to make a claim for that. So at that point it would have been reasonable for Admiral to remind her about that, but they failed to do so, and this caused her distress and inconvenience. And so I think that they should pay her £100 for that.

Putting things right

This means that I make a minor change to my provisional decision and I require Admiral to pay Miss P £100 in compensation, on top of what they have paid her.

My final decision

For the above reasons it's my final decision that I uphold this complaint and I require Admiral Insurance Company Limited to pay Miss P an additional £100 in compensation.*

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss P to accept or reject my decision before 6 October 2022.

* If Admiral consider that they are required by HM Revenue & Customs to deduct income tax from that interest, they should tell Miss P how much they've taken off. They should also give her a tax deduction certificate if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.



Rosslyn Scott
Ombudsman