

The complaint

Mr and Mrs F complain about the way Admiral Insurance (Gibraltar) Limited has handled a claim they made on their motor insurance policy following a collision.

What happened

Mrs F has led the complaint with this Service so I'll mainly refer to her throughout.

- Mrs F has a car insured under a motor insurance policy underwritten by Admiral, on which she is a named driver.
- Mrs F says she very lightly nudged a car while she was parking. The third party driver (TP) of the other vehicle accused Mrs F of having caused various areas of damage to his car some of which Mrs F says were pre-existing.
- A claim was made on Mrs F's policy. She disputed the extent of the damage to the TP's car and said that some of the damage to hers was as a result of a prior collision with her garage door.
- Admiral arranged an expert inspection of the two cars to check the compatibility of the damage with the TP's version of events. When the expert said the damage wasn't compatible, Admiral confirmed it would defend the claim. But Mrs F felt it should have considered the damage to her property as this would confirm her story and provide important evidence in defence of her case.
- Mrs F was unhappy with various aspects of Admiral's service through the claim and complained. Admiral issued a final response and accepted that it hadn't asked its vehicle inspector to assess the age of the damage to Mrs F's car in light of her explanation about the historic nature of some of it. Admiral also apologised for a number of other customer service related issues, including poor communication, and it paid Mrs F compensation of £150.
- Mrs F remained unhappy and raised a complaint with this Service. Our Investigator upheld the complaint and said Admiral hadn't responded to her enquiries about the inspection of the damage to her house. She said Admiral should obtain a report about this as it would be relevant to the case. She said the £150 compensation was fair in the circumstances.
- Admiral provided a copy of the vehicle inspection report but didn't explain why it considered the inspection of the property damage to be unnecessary. So, the complaint has come to me for an Ombudsman's decision.

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.

- Admiral has accepted its communication about progress on the claim should have been better and while it did provide updates to Mrs F, this was often only as a result of her getting in contact first. It also acknowledged it should have provided details of its complaint department and responded to her complaint more quickly. Having considered the evidence, I agree with this.
- It also acknowledged it hadn't asked the vehicle inspector to comment on the age of the damage to Mrs F's car and the consistency between it and the damage to her home. Mrs F considered this to be a strong part of the evidence and was disappointed Admiral hadn't followed this line of enquiry.
- Our Investigator said Admiral should consider the damage to Mrs F's property as part of its defence of the claim. I acknowledge Admiral provided a copy of the vehicle inspection report but this didn't reference the age of the damage or the compatibility with the damage to Mrs F's property.
- While Admiral confirmed it would be defending the claim, I note that our investigator asked it why it hadn't looked to get this additional evidence in support of the defence but it didn't respond on this point. And without an explanation as to why it didn't, I feel it would seem fair to get this now as our Investigator has suggested, as it would potentially strengthen the defence of Mrs F's claim. So, I will be directing it to do this as part of my decision.
- Having considered everything carefully, I'm satisfied the £150 offered by Admiral is a fair and reasonable way for it to recognise the impact on Mrs F of its poor claim handling and communication, together with the poor complaint handling it acknowledged in its final response.

My final decision

My final decision is that I uphold this complaint and direct Admiral Insurance (Gibraltar) Limited to:

- Pay Mr and Mrs F £150 for the distress and inconvenience it caused them, if it hasn't done so already.
- Obtain evidence and expert opinion on the age and compatibility of the pre-existing damage to Mrs F's car and her property to assist with the defence of the third-party claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F and Mrs F to accept or reject my decision before 30 March 2023.

Paul Phillips
Ombudsman