

The complaint

Mr P has complained about Admiral Insurance (Gibraltar) Limited's failure to pay anything for the personal effects left in his car after it was written off and disposed of by them following a claim under his motor insurance policy.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. The facts are not in dispute, so I'll focus on giving the reasons for my 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.

Having done so, I agree with the conclusions reached by the investigator for these reasons:

- Admiral's agents should have checked for any personal effects in the car before disposing of the car and returned them to Mr M.
- Mr M told Admiral about the personal effects and asked if he could have them back, but Admiral ignored his request.
- The policy limit for personal effects cannot be fairly applied because there is insufficient evidence they couldn't be recovered as a result of the damage to Mr M's car.
- Admiral was wrong to suggest that Mr M should be able to provide proof of purchase, simply because he was able to show what it would cost to replace the items via the internet.
- I accept Mr M's testimony that he lost the items listed and that due to the time he'd had them he did not have receipts for them or anything else to prove ownership.
- I accept it would cost £289.42 to replace the items and he should receive this amount, so he can replace them.
- Admiral agreed with our investigator's view they should pay £75 in compensation for the distress and inconvenience Mr M experienced as a result of them not dealing with his request to have his items returned in a reasonable way. And I agree this amount is fair.

Putting things right

For the reasons set out above, I've decided to uphold Mr M's complaint and make Admiral pay him £289.42 for the items that were in his car when Admiral removed it from the scene of his accident and disposed of it.

Admiral must also pay Mr M £75 for distress and inconvenience.

My final decision

I uphold Mr M's complaint and order Admiral Insurance (Gibraltar) Limited to do what I've set out above in the 'Putting things right' section.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 10 October 2023.

Robert Short
Ombudsman