

The complaint

Mr P says Admiral Insurance (Gibraltar) Limited wrongly declined a claim he made on his motor insurance policy and cancelled it based on fraud and his inappropriate driving.

What happened

Mr P told Admiral in November 2021 that he'd had to swerve to avoid a car that moved into his lane, after which his car hit the road's central barrier and then a wall on the other side of the road. Later it was written off. In August 2022 Admiral declined the claim. It said he'd given several versions of what he did immediately after the accident and had said he'd been driving at the legal speed limit (50mph). But the driver of the car he said had caused the accident disputed liability. He said the road was wet and that Mr P was driving at over 80mph before the collision. The car's electronic control unit ('ECU') showed a speed of 77mph on impact. Admiral said Mr P had tried to mislead it and had driven inappropriately, in breach of a policy condition, which had caused or contributed to the accident.

Mr P said he'd had no idea he was speeding, as he wasn't familiar with the new, powerful car, and that he hadn't misled Admiral. He said its contact with him had been poor, and in his opinion it wanted to avoid paying out because his car was of high value. When Mr P complained to us, one of our investigators concluded that his actions after the accident had no bearing on the claim. And he thought Admiral shouldn't have relied on the car's speed, in the absence of a police investigation. He thought it should reinstate the policy, reconsider the claim, remove any fraud marker, and pay Mr P compensation.

Admiral said it also had concerns about Mr P having left the scene quickly (before the police arrived) and his refusal of medical help, despite his injuries. The investigator said there was nothing to support these concerns – but he accepted the evidence of the car's high speed on impact. As there was still no agreement, I reviewed the complaint. I issued a provisional decision (not upholding it) as follows:

Misleading details provided by Mr P

- Mr P told Admiral he had injuries that required hospital treatment, yet he didn't accept help from an ambulance crew. He told his passenger he was heading home, but he gave Admiral several versions of what he did next, including getting a lift home from his brother. Admiral thought Mr P wanted to avoid being breathalysed (although there was no evidence that he'd consumed alcohol). I thought it was clear why Admiral thought the discrepancies it had noted (including the details Mr P gave it about his speed) didn't reflect well on his credibility.
- Mr P told Admiral that at the time of the accident he'd just increased his speed from 30mph to 50mph. Given that an expert's analysis of the ECU's data conflicted with that, I thought it was reasonable for Admiral to conclude that Mr P had given it false information – and that in doing so he'd tried to mislead it about the circumstances of the accident and the claim.

Inappropriate driving conduct

- Admiral decided it wasn't appropriate for Mr P to be driving on a highway at around 30mph over the legal speed limit. Although he said he was unfamiliar with the car, he owned it - and he told Admiral's external investigator that he was familiar with it. I thought Admiral's decision was reasonable. All drivers are required to monitor their speed and comply with legal speed limits. I didn't think the fact that the police took no action was relevant - police action isn't needed in order for Admiral to rely on a policy term. And I thought it was fair for Admiral to conclude that Mr P's speed caused or contributed to the accident. In those circumstances the policy only provides cover for others, under the Road Traffic Act 1988 ('RTA') but not for Mr P.
- I thought Admiral had the right to cancel the policy, to keep the premium and to require Mr P to refund any outlay it had on any third-party claim, in line with the RTA. I also thought it had the right to add a fraud marker to his record. I said Admiral could only require Mr P to reimburse its own costs for the claim that were over and above standard claim costs (such as for expert ECU analysis and external investigators).

I asked the parties to comment on my provisional findings. Admiral didn't do so. Mr P explained why he disagreed with them and provided recordings of calls with some of Admiral's advisors that he thinks support his case. Much of the information supplied by Mr P echoed what he'd already told us. In summary, he made the following main points:

- Admiral questioned him five times after he reported the accident, over a period of many weeks (with gaps). Although not all his accounts to it were identical, he made no attempt to mislead it. When he was called by Admiral at work, it wasn't easy to focus on its queries, mostly due to constant interruptions. He cited a call with a senior manager on 2 February 2022 – and he said he now realised that Admiral's questions were meant to trip him up. In any event, he thought his actions after the accident were irrelevant. And his brother couldn't help as Admiral wanted him to join a video call that meant it taking control of his personal data.
- Familiarity with a car is subjective - and others have told Mr P that perhaps he wasn't as familiar with the car as he thought. But he's a competent driver who hadn't made a claim in over 12 years before this one.
- Admiral made a special effort to repudiate the claim as the car was high value – and its service was poor, especially in delaying the claim unreasonably.
- In a letter to Admiral in August 2022 Mr P told it the other driver had given it false information because he was hoping to gain financially from the accident. It was all 'something of a blur' to Mr P, and if he was driving at over 50mph it wasn't intentional – and he didn't deliberately mislead Admiral about it.

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.

I don't think the call recordings provided by Mr P show that Admiral's advisors acted unreasonably. It's their role to check that a consumer has provided accurate details and to address any inconsistencies. Although Mr P may have seen this as trying to trip him up, I think the advisors were only trying to establish the facts.

The calls were made over a period of weeks because Admiral was carrying out a complex investigation. Potentially, it included two other drivers and their insurers, the police, witnesses, technical enquiries, and possible fraud. I don't think it was unreasonable for it to

question Mr P several times. He provided most of the necessary information right at the start of the claim, but his account of events needed clarifying as the investigation progressed. I don't think most consumers' accurate recollections of a major event tend to change much over a relatively short time (the call recordings Mr P provided are only spread over two to three months). In my opinion, Mr P hasn't shown there was any undue delay by Admiral in its claims investigation; fraud is a serious matter that has to be given thorough consideration.

Apart from the call during which Mr P reported the accident, two of the call recordings are over 25 minutes duration. At the start of each, Mr P was asked if it was convenient for him to speak to the advisor, so the calls could have been rearranged if necessary. In the call with the senior manager, Mr P gave instructions to a colleague right at the start, but there were no more interruptions. Mr P seemed content to speak to the advisors, and he didn't seem to be under any pressure from them or struggle unduly to answer their queries.

Mr P still thinks his actions after the accident are irrelevant. But as I said in my provisional decision, because of the inconsistencies in the details he gave (added to the inaccuracies about the accident) his overall credibility was a concern for Admiral. One of the queries could have been resolved by Mr P's brother, and Mr P seems to think it's Admiral's fault that he couldn't assist. I'm not sure how much difference his limited testimony would have made, but I can't see why he couldn't have helped by providing it other than through a video call.

I still don't think it was unreasonable for Admiral to decide that Mr P's driving behaviour caused or contributed to the accident. I can see why it didn't think it was reasonable for him to say he wasn't aware of his speed, and therefore he didn't mislead it on that score. In my opinion, it was fair for Admiral to decide that Mr P knew, or should have known, that he was driving at hugely excessive speed when the collision occurred, regardless of the car's power.

In terms of poor service from Admiral, Mr P says he was on hold for long periods and that when he chased it for updates, he sometimes didn't get a call back. Some inconvenience is unavoidable when making a claim, and the evidence I've seen doesn't show that Mr P complained about a continuing lack of contact. Although there may well have been times when Admiral's service could have been better, I think it made a reasonable effort to keep him informed. Mr P felt frustrated by an advisor telling him the claim would be paid, only to advise him that new issues had arisen. He says the issues weren't new. But even if they were missed initially, I don't think it makes a difference to the outcome. Admiral told Mr P on 21 January 2022 that the claim would be paid *subject to the completion of all necessary checks*. So the offer to settle the claim was always conditional, which is in line with standard industry practice when enquiries are ongoing.

I don't think Mr P has shown a level of poor service on Admiral's part that justifies it having to pay him compensation. And I don't think he's shown that it acted any differently in his case that it would have done had it had been handling a similar, but low value, claim.

I understand why Mr P is very upset about the situation. He seems to have had an excellent driving record prior to making this claim, and he now faces a significant financial loss. But I think Admiral reviewed all the evidence and I think its conclusions were fair and reasonable. I know Mr P will be disappointed with my decision, but in my opinion there isn't a sound basis on which to uphold his complaint.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 29 February 2024.

Susan Ewins
Ombudsman