

complaint

Miss C has complained that Admiral Insurance Company Limited failed to return her personal belongings after she had an accident and made a claim on her motor insurance policy.

background

Miss C was involved in a car accident and made a claim on her policy. She says she was unable to take her personal belongings from her car after the accident as the car was left in a ditch at the side of a country road. Miss C says Admiral's approved repairers sent her a parcel but it contained items belonging to another person.

The investigator noted that Admiral said there was no record of items being left in the car but thought it was most likely they had originally been left in the car. He thought that given Miss C had received items belonging to someone else it was likely that her items had in turn been sent to the wrong person. The investigator could see Admiral had already paid Miss C £100 which it said was the policy limit for personal effects as a goodwill gesture. But he thought it was most likely that Admiral's approved garage or the pick up service had lost Miss C's items. And the investigator thought that the policy limit for personal effects didn't apply as he thought the loss didn't occur as a result of the incident.

The investigator noted Miss C had provided a list of the items she said had been lost which totalled £670.00. The investigator thought that Miss C didn't have proof of purchase for all the items she was claiming for. So he thought it would be fair for Admiral to cover half of the cost of her belongings and pay her an additional £235.00.

In response, Admiral disagreed and said Miss C had been told to remove her items from the car during the claim registration call. It also said Miss C's proof of purchase evidence didn't prove the items she was claiming for were actually in the car.

my provisional decision

I didn't agree with all the investigator's conclusions and issued a provisional decision. I said:

- Miss C was involved in a collision that left her car in the ditch on a fast country road. So I thought it would have been understandable if she didn't feel able to remove her belongings before her car was towed away.
- I could see that Admiral's case notes said the breakdown service and garage didn't find any of Miss C's items in the car. I noted a parcel of items belonging to someone else was sent to Miss C by mistake. But I didn't think this necessarily meant that the garage had found Miss C's items and sent them to a different address. I thought the evidence on this issue was inconclusive and that I couldn't be sure what had happened and if any items belonging to Miss C had been found.

- I thought it was possible that Miss C had left some belongings in the car that were then lost by the garage or the recovery service. But I also thought that Miss C's account of what was left in the car had changed over time. I said I could hear that Miss C said in the initial phone call that there wasn't anything in the car except for maybe a pair of shoes. I also said that that it wasn't until the next day that Miss C told Admiral she'd left other items in the car. I thought she'd mentioned in that call that there were coats, keys, some money and a hairbrush in the car. And that it was only some time later that Miss C produced a final list with additional items such as gym gear, Sat-Nav and six pairs of footwear and said her total loss was around £670.00.
- I thought that as Miss C's list of items has changed over time that there wasn't enough evidence that her final list was accurate. So I thought it was reasonable for Admiral to have declined to pay her £670.00 claim for the loss of personal items. I said I thought I could only ask Admiral to pay for what she first told it may have been left in the car - which was a pair of shoes. I could see that Admiral had already paid her £100.00 as a goodwill gesture which would cover the cost of replacing that item.

My provisional decision was I that I didn't think Admiral needed to do any more to settle Miss C's complaint.

Miss C disagreed with my provisional decision and said it was unfair to suggest she'd fabricated the list of items left in the car. Miss C said it was unreasonable to have expected her to have listed every item left in her car during the first call given she'd just been in a serious collision. She also said that she'd told Admiral the next day that she'd left items in the car but hadn't been asked to provide a full list. Miss C said that she'd made 5 calls to the salvage yard trying to recover her items and was always told they'd found her items and were going to send them to her.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I want to reassure Miss C that I'm not accusing her of fabricating the claim. I think my role is to look at whether Admiral's decision to decline her claim for personal belongings was fair given all the circumstances.

I think the salvage yard and recovery truck had told Admiral there hadn't been any items left in Miss C's car after the accident. And in her first call with Admiral about the accident Miss C said that she'd didn't think anything was left in her car apart from possibly a pair of shoes. I appreciate Miss C had just been in a significant accident and may not have been able to remember everything that was left in her car. But I think there's a big difference between what Miss C first told Admiral and her final long list of items. So I think it was fair for Admiral to decide there was no evidence those items were in Miss C's car and then lost after it was recovered.

I'm sorry to disappoint Miss C but I think Admiral was entitled to decline her claim for the loss of personal belongings.

my final decision

For the reasons explained above, my decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 12 February 2018.

Sarah Brooks
ombudsman