

## **complaint**

Mr G complains Admiral Insurance Company Limited has paid out on a claim even though he wasn't involved in the accident, nor was his car. He complains about the way Admiral Insurance Company Limited handled the claim too.

## **background**

Mr G had a car insurance policy with Diamond Insurance which was underwritten by Admiral.

In May 2017 Mr G says he received an email from Diamond Insurance saying that a claim had been made against his policy saying he'd been involved in an accident. Mr G says he spoke to Diamond and said that neither he nor his car had been involved. Mr G says the next time he heard about this accident was when he received a letter from the third party's solicitor. He says having spoken to them they agreed that it was a case of mistaken identity. Several months later Mr G says he was contacted by Diamond Insurance saying that they were going to accept the claim which they then did. Mr G was unhappy with this so complained.

Diamond investigated Mr G's complaint but didn't uphold it. Diamond accepted that it told the third party's solicitors that Mr G drove a black BMW and there were no females on the policy – neither was correct – but didn't accept that they were incorrect to deal with the claim. Mr G complained to us.

One of our investigators looked into Mr G's complaint. He agreed that Diamond had made mistakes in its handling of the claim – telling the third party's solicitors that Mr G drove a black BMW and there were no females on his policy which wasn't the case – but didn't think Diamond had acted unfairly or unreasonably when it had accepted the claim. Mr G disagreed and asked for a decision from an ombudsman. So I've looked into his complaint.

## **my findings**

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

In May 2017 a third party made a claim on Mr G's policy saying that Mr G's car had hit their car causing minor damage. The third party claimed that they'd been hit by a white Mercedes and that a woman was driving at the time. Diamond let Mr G know that a claim had been made against his policy but then told the third party's solicitor that Mr G drove a black BMW and that there were no females on his policy – neither was true.

In July 2017 Mr G received a letter from the third party's solicitor about the claim. Mr G spoke to the solicitor in question, following which they agreed to drop the claim. I've seen a copy of the letter the solicitor sent to Mr G – in which the solicitor says that it appears to be a case of mistaken identity. Mr G says that this is evidence that neither he, nor his car, were involved but I don't necessarily agree. That's because at this stage Diamond had told the third party's solicitor that Mr G drove a black BMW and that there were no females on his policy. I don't think the third party's solicitor would have said that there appeared to have been a case of mistaken identity had they been correctly told that Mr G had a white Mercedes at the time and that his wife was a named driver. In other words, had the third party's solicitor been told that Mr G had a car matching the description of the car said to have been involved.

It goes without saying that Diamond didn't handle this claim as well as it should have done – it should have realised that at the time of the accident Mr G had a white Mercedes, and that his wife was a named driver. At that stage, I don't think it would have been unreasonable of Diamond to say, given that the third party had not only given the make and colour of Mr G's car but also his registration number (which is a private and personal number plate so much easier to remember) as well as a description of his wife (albeit not as individual as the number plate), that to avoid potential costs if the matter went to Court it was going to settle the claim (as it's entitled to do under the policy's terms and conditions) unless Mr G could provide evidence otherwise. In other words, I agree with our investigator that Diamond didn't act unfairly or unreasonably when it settled the claim. I also agree that it wouldn't be fair to uphold this complaint.

### **my final decision**

My final decision is that I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 24 October 2018.

Nicolas Atkinson  
**ombudsman**