

## **complaint**

Ms B complains that Admiral Insurance Company Limited mishandled a claim on her motor insurance policy.

## **background**

Ms B was the policyholder. Her daughter was a named driver. She was involved in an accident with a third party. Ms B complained about the estimated costs of repairs.

The adjudicator didn't recommend that the complaint should be upheld. She didn't think that the estimates provided by Admiral's approved repairer were unreasonable.

Ms B disagrees with the adjudicator's opinion. She says, in summary, that her small car suffered a small dent in its bonnet when it touched the spare wheel of a stationary 4X4. She questions how this resulted in an estimate of over £1,000 for repairs to her car - and the 4X4 being written off.

## **my findings**

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

It's common practice for an insurer to record a claim against its insured as a "fault" claim unless and until the insurer recovers its outlay in full from a third party. There may be a number of reasons why such recovery may not be practicable.

Where I refer to Admiral, I include its authorised repairer and any other party for whose actions I hold it responsible.

Like most motor insurance policies, Ms B's policy allowed her insurer to decide how to deal with and settle any claim involving a third party. Ms B's policy included a policy term along the following lines:

*"We are entitled to...conduct the defence or settlement of any claim on your behalf"*

The Financial Ombudsman Service considers how the insurer reaches its decision under such a policy term. Provided it does so fairly we are unlikely to intervene. Unlike a court, we don't hear directly from each driver and decide the extent to which each of them is responsible for causing injury or damage.

Ms B's daughter hit the back of the third party's vehicle. Ms B accepts that her daughter was at fault.

Admiral's approved repairer provided estimates for repairs. These were about £1,000 for Ms B's vehicle and about £1,200 for the third party's.

I accept Ms B's statement that she got an alternative estimate of about £800 to repair her vehicle. I accept that's significantly cheaper than Admiral's estimate. But that isn't enough to persuade me that Admiral's repairer's estimate was unreasonable or unfair.

Ms B felt that Admiral's repairer pressured her to let it repair her car – at a cost to her of the policy excess of about £350. But I don't think it would be unreasonable for Admiral to believe that was in her best interests.

I note that Ms B says that - for only slightly more than £350 - she got someone else to replace her bonnet. But Admiral's repair estimate included other work to the front of the car.

Admiral was going to be the paying party for the third party's claim for vehicle damage. I'm satisfied that it did a reasonable and proportionate investigation into this. I've seen the detailed estimate to repair the third party vehicle. This includes damage to its tailgate.

And I haven't seen any engineering or other evidence that the estimate to repair the third party's vehicle was unreasonable.

So – keeping in mind the policy term quoted above – I don't think Admiral treated Ms B unfairly by settling the third party's claim for vehicle damage. I accept that this may cost her money in terms of future premiums.

Ms B says she isn't complaining to us about Admiral's service. But I note that it paid her £50 for this.

Overall, I don't think it would be fair and reasonable to order Admiral to pay Ms B any more.

### **my final decision**

For the reasons I've explained, my final decision is that I don't uphold this complaint. I make no order against Admiral Insurance Company Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 8 April 2016.

Christopher Gilbert  
**ombudsman**