

## **complaint**

Miss A complains that Admiral Insurance Company Limited has recorded a fault claim on the insurance database, CUE, for an accident that she says didn't occur. She would like all record of the incident to be removed from it.

## **background**

In June 2014 a woman reported to Admiral that Miss A had run into the back of her car. Miss A remembered speaking to the woman but denied there had been an accident. She said that she was driving in slow moving traffic but hadn't hit the other driver's car. She said the other driver hadn't asked her for her insurance details but had just taken her registration number. She pointed out that there was no recent damage to her car. So she said the whole thing was a scam.

Admiral decided to deal with the claim on the basis that Miss A had collided with the other vehicle and so was liable for the accident. It accepted it hadn't explained to Miss A that the claim was likely to be recorded on the CUE, and that one of its telephone advisers hadn't dealt with her concerns very well. It reinstated her no claims discount, refunding £167 and paid her £50 for trouble and upset.

Miss A still feels very strongly that it wasn't fair or reasonable for Admiral to accept the other driver's word and record the incident on the insurance data base. She wants it removed.

## **my findings**

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

Once the other driver made a claim, Admiral had to deal with it. Under the terms of Miss A's policy it had the right to settle the claim on whatever terms it considered appropriate. We would only interfere if we thought that, in doing so, Admiral had acted unfairly in some way. In this case Miss A accepted she had spoken to the other driver. She described being in slow moving traffic which is the kind of situation where a low impact accident of the sort described by the other driver could easily have happened.

This is not to say that it did happen, but the issue for Admiral was not whether it believed Miss A, but whether, if the claim went to court, it could be confident of successfully defending the claim. It decided that it couldn't, and so needed to settle the claim at an early stage in order to save the legal costs that would inevitably accrue if it continued to deny liability on Miss A's behalf. This was a commercial decision that, I think, Admiral was entitled to take, based on the information available. The fact that Miss A's car wasn't damaged was not enough in itself to refute the other driver's account of what had happened. So although I appreciate Miss A's frustration at Admiral's decision to pay the claim, I understand why it reached that conclusion and cannot say that it was unreasonable, given the circumstances of the case.

Having paid the claim on the basis that Miss A had run into the back of the other car and so was her fault, it was inevitable that it would be recorded on the insurance databases. The information Admiral has put on the CUE is an accurate record of how the claim was disposed of. So I can find no reason to ask Admiral to amend or remove that information.

Admiral has accepted its failure to communicate effectively with Miss A. I think it has taken reasonable steps to compensate her for this by reinstating her NCD and paying her £50 for the upset this caused her. I don't consider it needs to do anything more to put things right.

**my final decision**

I do not uphold the complaint,

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 3 April 2017.

Melanie McDonald  
**ombudsman**