

complaint

Mr F has complained about how Admiral Insurance Company Limited has dealt with his claim under his car insurance policy.

background

Mr F described two incidents of damage to his car with Admiral. Admiral has treated these incidents as two claims. Mr F's first claim is for damage caused by another driver when they drove into his car. Admiral has accepted this claim and has since settled it.

Mr F says following this first collision, he drove after the other driver to get their registration number. He says the other driver was stopped at a red light, so he pulled into the opposite lane to cut them off and prevent them from driving away. The other driver then drove his car hitting the side of Mr F's car to get away from him. Admiral declined Mr F's second claim saying if he hadn't put his car in harm's way by his inappropriate conduct the second incident probably wouldn't have happened. This meant it wouldn't indemnify him for any claims made against him by the other driver.

Mr F complained as he thought Admiral should cover the second incident. Admiral didn't agree as it said it has treated Mr F fairly.

Mr F disagreed, so he brought his complaint to us. Our investigator looked into things but didn't recommend Mr F's complaint be upheld. She thought Admiral had acted reasonably in refusing to indemnify Mr F in respect of any claim from the other driver other than under its obligations under the Road Traffic Act. As Mr F doesn't agree with the investigator, his complaint has been passed to me for a decision.

my findings

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

Mr F has made clear that he is only complaining about how Admiral has treated his second claim. Admiral has dealt with Mr F's claim for the damage to his car as a total loss based on the merits of that claim. So this decision only considers the second claim.

Mr F has said that:

- *"I was only trying to get the third party registration details because in the in the first incident I couldn't have the chance to see the third party registration number as the third party fled the scene."*
- *"I am not reckless driver, I am a sensible driver."*
- The third party involved was driving *"like a lunatic."*

The terms and conditions of Mr F's policy say if he or any person covered by his policy fails to protect his car from loss or damage through the *"inappropriate conduct"* of the driver, no cover will be provided. Admiral has said it was Mr F's decision to drive his car into the path of the other car, which Mr F had recognised as driving erratically. It considers this to be inappropriate conduct.

Mr F said he wasn't reckless and was only trying to see the other car's registration number. He said the other driver was driving *"like a lunatic"*.

Mr F said he wasn't to know that the other driver would continue to drive erratically. He's also pointed out that the police haven't charged him with any offences.

I've considered Admiral's position that Mr F's driving behaviour and conduct in the lead up to the second incident to be the cause of the accident. Mr F accepts that after the first incident he chased after the other car with the aim of catching him up to get his details. It seems like the other driver was leaving the scene, so had Mr F not driven after him the second incident wouldn't have happened.

It's clear from Mr F's own admission that once he caught the other car up he placed his own car in a position to stop the other car from driving away. While I appreciate he needed to get the other driver's registration number I don't think he needed to attempt to block the car's path to do so.

Mr F also makes the point that the Police haven't charged him with any offence. However that doesn't mean he hasn't behaved in such a way that means the claim shouldn't be excluded under the terms of the policy. And I think Admiral's position is fair because I think his inappropriate conduct meant he failed to protect his car from damage.

Considering the terms of the agreed policy and what's fair and reasonable I think Admiral's position of repudiating the claim and acting as Road Traffic Act insurer (that is in satisfying its obligations under the Road Traffic Act) is fair. As a consequence Mr F's complaint is not successful.

my final decision

For the reasons set out above, I've decided not to uphold Mr F's complaint about Admiral Insurance Company Limited.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr F to accept or reject my decision before 20 June 2019.

Rod Glyn-Thomas
ombudsman