

## complaint

Miss Y and Mrs Y have complained about Admiral Insurance Company Limited's handling of a claim on their motor insurance policy.

Miss Y is the policyholder and Mrs Y is a named driver on the policy. But almost all the correspondence and communication concerning the complaint has been with Miss Y. So for ease I'll refer to her actions and comments as being in respect of both her and Mrs Y.

## background

Miss Y was in an accident. She didn't think it was her fault. She claimed on her policy. Admiral said that her car was a total loss and wasn't fit to be repaired. It paid Miss Y what it considered to be the car's market value. Miss Y was very unhappy about many aspects of Admiral's service. Admiral acknowledged some delays and paid Miss Y £25 compensation.

Miss Y brought her complaint to us. I issued a provisional decision on 10 December 2019. For ease I've copied the key points from my provisional findings below. I said:

*"During the course of Miss Y's claim and complaint she's made many detailed points. I've considered everything that she and Admiral have said. But in this decision I will focus on what I see as being the key outstanding points."*

### *Admiral's response to our investigator's recommendations*

*Miss Y said that Admiral's compensation cheque was £100 short. But I think she's made a mistake. Our investigator recommended that Admiral should increase the compensation figure to £150 in total. As Admiral had already paid Miss Y £25 that meant it needed to pay her a further £125. The investigator also recommended Admiral pay Miss Y a further £300 to increase the value of her car. It added simple interest to that, which was £6.21. Admiral then sent Miss Y a cheque for  $[125 + 300 + 6.21]$  £431.21, which Miss Y cashed. That was the amount our investigator recommended. So I'm satisfied Admiral paid Miss Y the right amount.*

*Miss Y said that Admiral didn't adhere to the "clause" she added when accepting the investigator's recommendations. I can see that she wrote on the settlement form that she accepted the investigator's conclusions as long as Admiral paid her £524 and returned the car's registration plate. As I've indicated above I think Admiral paid Miss Y the correct amount of compensation, so I wouldn't have expected it to pay Miss Y £524. Also I don't know if Admiral physically returned the car's rear number plate, although I do know that Miss Y has kept the registration number. But returning the rear number plate wasn't one of our investigator's recommendations; so I wouldn't have expected Admiral to be bound by what Miss Y's wrote on the settlement form. And in any event we reopened the complaint when she said she wasn't happy with the way Admiral settled it.*

### *ownership of the car*

*Miss Y said she still has ownership of the car and she still has the relevant paperwork. She's not happy that Admiral said the car is its property. It's not for me to determine who has legal ownership of the car. My remit is only to decide whether Admiral has acted fairly and reasonably and in line with Miss Y's policy. Miss Y's policy says that in the event her car is beyond economical repair:*

*"Once we [Admiral] make a payment to you, your car will become our property."*

*Admiral sent Miss Y a total loss payment on 3 October 2018. I understand that Miss Y wasn't happy with Admiral deeming her car a total loss or of the amount that it paid her for its market value. But I don't think that matters. Miss Y's policy allows Admiral to decide how it wishes to settle a claim. In this case it's clear that Miss Y's car was beyond economical repair, so Admiral sent her a total loss settlement. That's something it's allowed to do and I think it's done so fairly. So, by the terms of Miss Y's policy the car became Admiral's property once it had sent her the total loss payment. And as such I think it was reasonable for Admiral to deal with the car as it saw fit.*

*Miss Y has suggested that Admiral's action have been criminal. An allegation of criminal wrongdoing isn't for me to determine. That would be a matter for the police and the Crown Prosecution Service. But as I've said above, given the terms of her policy, I think Admiral's actions have been reasonable.*

*bias*

*Miss Y said that Admiral was biased against her because she is disabled and vulnerable. But while I can see there were times when Admiral's customer service could have been better, I don't think it's shown any bias against her whatsoever. It's not uncommon for policyholders to disagree with their insurer over things like whether or not a car is a total loss and if so its categorisation. And we deal with many complaints about settlement figures and customer service. But just because a consumer is unhappy with an insurer's decisions doesn't mean that the insurer has shown bias against them. And I'm satisfied that's the case here. I haven't seen any evidence, beyond Miss Y's comments, that Admiral has treated her any worse because she has a disability or for any other reason.*

*liability*

*Miss Y said that Admiral "forced" a fault decision on to her. She was also unhappy that our investigator said that the question of liability could be best settled in court. It might help if I explain that it's not the role of this service to decide on who's at fault for an accident. And our investigator is correct that is ultimately the responsibility of the courts. And, like all motor policies, Miss Y's policy allows Admiral to settle claims as it sees fit. That means it doesn't require Miss Y's consent to decide how to settle a claim. So even if she didn't ever accept that she was at fault for an accident Admiral may still accept liability on her behalf. But I'll look to see if it's done so reasonably.*

*I've looked carefully at the evidence of how the accident took place. Miss Y said she was pulling out from a side road when an oncoming car kept going straight on when Miss Y thought it was turning left. The two cars collided. In those circumstances as I understand it, it would be Miss Y's responsibility to ensure that the lane was clear before she entered it, regardless of whether the other driver was indicating or not. And I note that Miss Y doesn't have any independent witnesses to support her that the other driver was at fault. So I think it was reasonable for Admiral to settle the claim as it did.*

*conclusion*

*As I've said above it's clear that some of Admiral's customer service could have been better. And I understand that the accident and its aftermath have had a significant impact on*

*Miss Y. But an accident, particularly one that results in the loss of a cherished car, is always likely to be upsetting and inconvenient. And I don't think all the problems Miss Y's experienced as a result of the accident are Admiral's fault. It follows that I think our investigator's proposals to put things right, which Admiral has already complied with, were appropriate in the circumstances. So I'm not going to direct it to take any further action."*

Neither Admiral nor Miss Y provided any further comments.

### **my findings**

I've again considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so I'm going to partly uphold it.

As neither Admiral nor Miss Y raised any objection to my provisional decision I see no reason to change it.

### **my final decision**

For the reasons set out above and in my provisional decision I partly uphold this complaint. But I think Admiral has already done enough to put things right so I don't intend to direct it to take any further action.

Under the rules of the Financial Ombudsman Service, I'm required to Miss Y and Mrs Y to accept or reject my decision before 8 February 2020.

Joe Scott  
**ombudsman**