

## **complaint**

Mr M has complained that Admiral moved his car to a salvage agent, without giving him the opportunity to retain it. During the car's collection, the salvage agent caused further damage. Mr M states that this significantly affected his decision about how to proceed with his claim.

## **background**

The adjudicator upheld the complaint on the basis that Admiral did not arrange for a further inspection of the car to assess what further damage the salvage agent had caused. As a result Mr M was not able to make an informed choice about how to proceed with his claim. Admiral agreed to the findings, however, Mr M disagreed with the settlement offer as he felt that Admiral's prejudice resulted in him having to purchase a new car at an extra cost.

## **my findings**

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

Mr M stated that he had informed Admiral of his intention to retain his car and consider getting it repaired himself. I listened to the initial notification of loss call and did not find that Mr M made Admiral aware of this intention. Following Admiral's receipt of the total loss report, it instructed a salvage agent to move the car to a safe place. I did not feel that this was unreasonable. Admiral is entitled to do this in the terms and conditions of the policy. Even if Mr M had explained his intention to retain the salvage, I do not feel it was unreasonable for Admiral to move the car to a safe place.

Mr M felt that the salvage agent was instructed too early in the claims process. However, because the salvage agent was instructed so quickly, it collected the car quickly as well. Therefore, by the time Mr M called to cancel the salvage collection, it had already been collected and in the process was damaged further. It is not disputed by Admiral that further damage was caused to the car.

However, the extent of the further damage remains unknown. Mr M was initially told about the damage by the garage directly and he was under the impression that the damage caused by the salvage agent was substantial. However, there was no evidence to show this and Mr M had not seen the further damage himself. Mr M was basing his assumption on the damage that had been caused to the garage's forecourt. As Mr M was unsure of the extent of the further damage he requested Admiral to carry out an inspection to see how the damage would effect his decision to have the car repaired. Admiral appears to have ignored this request and it does not appear it was discussed again.

Mr M did insist that his options be given to him in writing. Admiral presented Mr M with his options in writing, however, there was no quantification given about the cost of the additional damage. Admiral simply stated that it would cover the costs of the additional damage should Mr M decide to retain the vehicle. I find that this prejudiced Mr M's position by not allowing him to make an informed choice on how to proceed with the claim. Given these circumstances a further assessment would have been reasonable. Had there been a further inspection done, no speculation on how much damage the salvage agent caused would have been an issue.

Mr M has explained that as a result of the further damage caused by the salvage agent, he had to accept the total loss settlement. Mr M subsequently was paid the total loss settlement and given the highest book value for the vehicle. Consequently I find that Mr M did not incur a financial loss. His car was deemed a total loss and Admiral is entitled to determine this as per the terms and conditions of the policy.

Mr M felt that Admiral should reimburse him for the interest he incurred when he purchased his new car. He feels that, had Admiral acted correctly in the first place, he would have just paid for the repairs to his car, rather than having to purchase a new car at a higher cost and under a hire-purchase agreement. However I find that following the further damage caused to his car along with receiving a total loss payment for the market value of his car, Mr M was then in a position to purchase a new car and was not prejudiced given Admiral had then honoured its liability under the policy.

Lastly Mr M had a private registration plate on his original car and incurred costs from the DVLA in the sum of £105 which I find should be reimbursed by Admiral.

### **my final decision**

For the reasons above, my final decision is that I uphold this complaint on the following basis:

I require Admiral to:

- pay Mr M £250 compensation for the distress and inconvenience it caused him as a result of not being given sufficient information to make an informed decision about how to proceed with his claim.
- to reimburse Mr M for the cost of transferring his personalised plate to his new car, of £105. Interest should be added to this sum at the rate of 8% per annum simple, less tax if properly deductible, from the date of loss to the date of payment.

I make no further order against Admiral.

Rona Doyle  
**ombudsman**