

complaint

Mr Q complains that Admiral Insurance Company Limited accepted that a named driver on his car insurance policy was responsible for an accident. The incident has now been recorded on the insurance databases as a 'fault' incident. He would like Admiral to remove the entry or record it as 'non-fault'.

background

The alleged accident took place on 25 September 2015. The third party reported it to Admiral on 12 October. Admiral says it tried to contact Mr Q about it on a number of occasions but it wasn't until 4 November 2015 that he came back to them. He told them his named driver, Mr N, had been using the car that day. He denied there'd been any accident. He did accept, however, that a note had been left on his windscreen while the car was parked in a supermarket car park. The note provided the other driver's contact details.

A number of phone calls took place between Mr N and Admiral. Initially Admiral didn't accept that Mr N was responsible for any damage to the other driver's car. It denied liability and sent an engineer to examine Mr Q's car.

The engineer said there was damage to Mr Q's front bumper that was consistent with the account of the accident the other driver had given. When the other driver's insurer provided a photograph of Mr Q's car in the car park and a description of Mr N, Admiral changed its position and paid the other driver's claim in full.

When Mr Q complained, Admiral said that Mr N had offered to provide evidence both that he was at work at the time of the accident and that the damage to the front bumper was already there when Mr Q bought the car, but hadn't send in proof of either of them. Mr N did eventually provide an email from his employer. This said his shift on 25 September started at 4pm and lateness wasn't tolerated.

Mr Q also complained that Admiral hadn't asked the supermarket for the CCTV footage at the time.

my findings

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

Under the terms of Mr Q's policy, Admiral was entitled to settle the claim. We would only interfere if we thought it had acted unfairly in some way, for example by not investigating properly or ignoring an important piece of evidence. But I don't think that's what happened here.

When Mr Q told Admiral that neither he nor Mr N had been involved in an accident, Admiral did its best to defend Mr Q's position. It asked the other driver's insurer for proof that Mr N had hit his car. It also arranged for Mr Q's car to be inspected by an independent engineer.

By the time Mr Q contacted Admiral to discuss the claim, it was already probably too late to obtain CCTV footage of what happened in the car park. We do know that Mr N parked the car while the other driver was there, because he left a note for Mr N with his contact details attached to the windscreen of Mr Q's car. He also took a photograph of Mr Q's car that shows the registration number. It may be that this was before 16.15 as estimated by the other driver, or it may be that on this occasion Mr N was a bit late for work. Given that the two cars were in the same car park at the same time, I can't see how the evidence from Mr N's employer takes matters any further forward.

Finally the engineer confirmed, not only that the damage to Mr Q's car was consistent with the account of the accident given by the other driver, but also that it appeared to be fresh.

Mr N did say he would send Admiral evidence that the damage was already there when he bought the car but hasn't done so. Admiral has settled the claim on a without prejudice basis. This means it's still open to Mr Q, if he does have evidence to show that the damage was pre-existing or that Mr N couldn't have been involved in the accident because he was at work, to challenge the other driver in the court.

However I'm satisfied that, on the basis of the evidence Admiral had before it, it was entitled to conclude that a court was likely to find that Mr N was driving Mr Q's car in the car park and that he collided with the other vehicle. So I can find no reason to ask Admiral to review its decision or amend the information on the insurance databases.

my final decision

I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Q to accept or reject my decision before 6 July 2017.

Melanie McDonald
ombudsman