

## **complaint**

Miss S and Mr M complain about how Admiral Insurance Company Limited handled a claim made on their motor insurance policy. Mr M is a named driver on Miss S's policy.

## **background**

Mr M was involved in an accident with another car. He didn't notice any impact at the time and learned of it when Admiral was notified by the other driver. Mr M was unhappy with how Admiral settled liability, and its failure to obtain a statement from an eyewitness.

After the accident, Miss S noticed a problem with the folding roof of her car, which she believed was caused by the accident. She's unhappy with Admiral's lack of communication about this, and failure to arrange the diagnostics check on the roof recommended by an engineer. Admiral paid Miss S £395 in compensation for errors in its claim handling, but she doesn't feel this is enough given the circumstances of the case.

Our investigator recommended that the complaint should be upheld in part. Admiral hadn't obtained the witness statement despite saying it would. But he didn't think this would affect its decision about liability in any case. So he thought Admiral had accepted liability for the accident in keeping with the policy terms and conditions.

But the investigator thought Admiral should pay for a diagnostic inspection from a dealership of the problems with the car's roof, as recommended by an independent engineer. He thought it had told Miss S it would do this. But it had changed its mind and instead accepted a second engineer's view that the problem wasn't related to the accident.

The investigator thought that if the diagnostic report showed that the problem was accident-related, then Admiral should pay for the repair. And he thought Admiral should pay Miss S £105 further compensation for the stress and trouble its handling of the claim had caused her.

Miss S replied that she accepted the investigator's view. But Admiral said it was for Miss S to pay for the further diagnostic assessment at a dealer's garage.

## **my findings**

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

Miss S says that she accepts the investigator's decision in regard to liability for the accident. I can see that there were delays in the claim due to Admiral not pursuing the witness as it said it would. And I can see that there were two different versions of events.

I think the investigator has already explained that it isn't our role to decide who was responsible for causing the accident. This is the role of the courts. Instead, our role in complaints of this nature is simply to investigate how the insurer made the decision to settle the claim. Did it act fairly and reasonably and in line with the terms and conditions of the policy? And has it treated Miss S the same as someone else in her position.

I think Admiral considered the versions of events, the road layout and the damage to the cars. It was concerned that Miss S initially said she hadn't been involved in an accident. It thought the damage caused supported the other driver's version of events. And it thought Miss S's driving at the time might lead a court to find her at least partly at fault.

So I think in this context Admiral reasonably decided that the inconsistencies in statements would likely be held against Miss S. And so the witness statement would most likely not have made a difference to the outcome. And so I think it reasonably decided to accept liability, as it's entitled to do by the policy terms and conditions. I can see that Admiral paid Miss S compensation, the amount of her policy excess, as it didn't obtain the witness statement as it said it would. I think this was fair and reasonable.

Miss S was also unhappy that Admiral hadn't repaired the roof of her car. She said it was working fine before the accident and she noticed it wasn't working a few weeks later. But Admiral says that this wouldn't have been damaged by the light impact of the accident.

We don't assess whether or how damage to a vehicle would be caused as this is a matter for the experts in these situations, the insurance companies and engineers. Our role in these complaints is to determine whether an insurance company has considered all the available evidence and whether it can justify its decision to not pay for additional repairs.

From what I can see, Admiral paid for two contradictory reports from independent engineers about the roof. The first engineer's report said a full diagnostic would be needed from a main dealer, which would enable him to say if the damage was accident-related or due to wear and tear.

A basic diagnostic report from a main dealer was obtained and Admiral sent this to its independent engineers for review. A second report was then made by a different engineer. This engineer said he didn't think the roof issue was related to the accident, due to the light/moderate nature of the impact sustained to the rear bumper.

He said the diagnostic made by the main dealer was unable to determine the cause of fault, and this would require further stripping to determine. He said Miss S would need to pay for this, and Admiral should only cover the repairs if it could be shown beyond reasonable doubt the fault was as a result of the impact.

Miss S told Admiral she was unhappy about being asked to pay for the further diagnostic. On two separate calls, Admiral's staff agreed it would pay for the further diagnostic and would contact the main dealer to authorise this. But this didn't happen.

Admiral now says it won't agree to pay for the further diagnostic by the main dealer. It says it is relying on the opinion of the second engineer, and its staff members were wrong to agree to pay for the diagnostics.

But I don't think this is fair and reasonable. I see no reason why the second report should be preferred over the first; nor why it was necessary to go back and obtain the second report before the full diagnostic was carried out. The second engineer had no new information compared to the first. The first engineer was aware of the nature of the impact and the damage to the bumper, and still felt a diagnostic was needed.

So the full diagnostic by the main dealer hasn't been completed, as Admiral told Miss S it would be. And so I can't say that Admiral has justified its decision not to pay for the repairs to the roof.

To resolve the situation, I agree with the investigator's recommendation that Admiral should pay for the further diagnostic work on the roof by the main dealer. Then, the results should be sent back to the independent engineer who completed the first report for review. If the engineer thinks the damage is accident related, Admiral should accept the claim for repairs.

In the meantime, because responsibility for the repairs hasn't been established by an expert, Miss S has been without the enjoyment of her car's folding roof. She and Mr M have had to make calls to Admiral to try and resolve the situation. The investigator recommended that Admiral should pay Miss S £105 further compensation (£500 in total) for her trouble and inconvenience. I think that's fair and reasonable as it's what I'd require in similar circumstances.

### **my final decision**

My final decision is that I uphold this complaint in part. I require Admiral Insurance Company Limited to do the following:

1. Arrange and pay for the cost of the full diagnostic on the roof at a main dealer's and send the resulting report to the independent engineer for review. If the engineer decides that the damage is accident-related, then Admiral should pay for its repair.
2. Pay Miss S £105 further compensation (£500 in total) for the distress and inconvenience caused by its level of service.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S and Mr M to accept or reject my decision before 3 April 2021.

Phillip Berechree  
**ombudsman**