

## **complaint**

Mr E complains that Admiral Insurance Company Limited declined his claim made under his motor insurance policy for the theft of his car. He also complains that it dealt with his questions as a complaint. He wants it to investigate his complaint, accept his claim and compensate him for its delay.

## **background**

Mr E bought a car and arranged for the previous owner to convert it to left hand drive. Two months later, the DVLA told Mr E that his car had been impounded due to it being on the road and untaxed. Mr E went to the pound to collect his car but was told that it had already been collected. So Mr E reported the car as stolen to the police and Admiral.

During the claim process, Mr E found that his car was at the garage that was converting it to left hand drive. It had collected the car from the pound using copies of the vehicle documents it held since it was the previous owner. Admiral arranged for the car to be inspected at the garage and it found that it was still in the process of being converted. It identified some damage to the car.

The police report said that no theft had occurred and that it was considered to be a civil matter. In response, Admiral declined the claim saying that it wasn't an insured event. Mr E wrote to Admiral requesting copies of its documents and also asking if he could appeal or complain about the decision. In response, Admiral logged a complaint about its decision to decline the claim.

Our adjudicator didn't recommend that the complaint should be upheld. He thought that Admiral hadn't acted unreasonably or unfairly in logging a complaint when Mr E had clearly said that he wanted to appeal or complain about the decision. Furthermore, this didn't prejudice his position as he could add to the complaint at any time. The adjudicator also thought that Admiral hadn't incorrectly declined the claim as the police had deemed no theft had occurred.

Admiral said that a claim for the damage wouldn't be successful. This was because the damage to the car was either pre-existing or caused during the modifications and this wasn't an insured event.

Mr E replied that Admiral hadn't considered a claim for the damage to the car as he hadn't submitted one. He also said that his ability to make a complaint was prejudiced by it logging a complaint when it did.

## **my findings**

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

Mr E says that he has been prejudiced because Admiral invoked its complaints procedure early. It said it did this in response to his letter asking about the complaints procedure or appealing the claim decision. Admiral interpreted this as meaning that Mr E wasn't happy with its decision to decline his claim and dealt with this as a complaint. I don't think that this was unreasonable. Mr E says that he has been caused prejudice, but I don't agree with him. He was still free to add to the complaint if he so wished.

Mr E complains that Admiral declined his theft claim. I've read its files and I can see that the car was impounded after it was found at the side of the road untaxed. It was then recovered by the repairing garage. Admiral investigated the circumstances in some detail and decided to wait for the police report before validating the claim. I can see that the police also looked into the circumstances and decided that the car hadn't been stolen. I don't think it was unreasonable for Admiral to rely on this decision to decline the claim.

Mr E also says that his car was damaged. He didn't put in a claim for this, but our adjudicator asked Admiral whether such a claim would be successful. I can see that Mr E is unhappy with this, but I can't see that this has caused him prejudice.

In any case, Admiral said that a claim for damage to the car was unlikely to be successful as it wasn't caused by an insured event. This service doesn'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 repairs.

Admiral says that it arranged for an independent assessor to inspect the car. He noted that the dashboard had been stripped and there were various pieces scattered around the car. He also noted unrelated and pre-existing damage around the car.

Mr E says that this was related to the car's theft, but the police said that no theft had occurred. I can't see that Mr E has provided any independent expert evidence to support his view that the damage wasn't pre-existing or caused during work being carried out by the mechanic. Mr E's policy doesn't provide cover for damage caused whilst in the care of a person not named on the policy. I therefore think that Admiral reasonably concluded that the damage wasn't covered and considered that it would decline a claim for this.

Because of this, I don't think that Admiral need accept Mr E's claim for his car's theft. The delays in making a decision about the claim were due to Admiral waiting for the police report. I don't think Admiral can be held to blame for this. I don't think it need pay Mr E any compensation.

The adjudicator has explained that if the damage has been caused by the mechanic that was working on Mr E's car or whilst it was in his possession, this would be the responsibility of the mechanic and any suitable insurance that he held.

### **my final decision**

For the reasons I've discussed, it is my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 6 November 2015.

Phillip Berechree  
**ombudsman**