

## **complaint**

Mr R and Mrs R, his mother, are unhappy that Admiral Insurance Company Limited ('Admiral') settled a claim on their car insurance policy ('the policy').

## **background**

In February 2018, Mr R purchased the policy with Admiral. He added his mother, Mrs R, as a named driver.

In September 2018 Mr R was contacted by Admiral. It explained that it had been contacted by another insurance company as it had been alleged that Mr R's car had been involved in an accident with a third parties car in July 2018. He disputed that his car had been involved. Admiral asked him to send it photos of his car to show that there wasn't any damage that could be related to the accident.

When Admiral hadn't received these, it contacted Mr R again. In December 2018, as it hadn't received any photos, Admiral instructed an Independent Assessor to inspect Mr R's car.

Following the report from the Independent Assessor, Admiral decided to settle the claim.

Unhappy with this, Mrs R complained to Admiral. In summary she didn't think Admiral had done enough to support and protect Mr R and that there wasn't enough evidence for Admiral to go ahead and settle the claim.

Admiral looked into her concerns. It felt it had given Mr R the opportunity to provide any information to show that his car hadn't been involved. However, it agreed that at the time it settled the claim there hadn't been sufficient evidence. This was because it hadn't received photos of the damage to the third parties car. Once it had received the photos it was satisfied they showed damage consistent with the third parties statement and its decision to settle the claim was correct. To acknowledge this it paid Mr R £50.

Mr R and Mrs R referred their complaint to our service. One of our investigators looked into what had happened. She thought Admiral had dealt with the claim fairly and didn't think it needed to take any further action.

Mr R and Mrs R asked for an ombudsman to review their complaint.

## **my findings**

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

Having done so, I won't be asking Admiral to take any further steps to resolve this complaint. I'll explain why.

My role isn't to look into who I think may be at fault for the accident. I've considered whether Admiral had reached its decision to settle the claim reasonably on the evidence available, acted in line with the terms and conditions and provided a clear explanation as to why it reached the decision it did.

The terms and conditions of Mr R's policy with Admiral say:

*'We are entitled to:*

- *conduct the defence or settlement of any claim on your behalf'*

This means Admiral has full control of the claim. So it would be its decision on how to settle the claim. This means that it may make a decision that Mr R doesn't agree with, but the policy allows Admiral to do this.

Mr R and Mrs R have denied their car was involved in the accident. Admiral did ask Mr R to provide photos of his car to show it didn't have any damage that may have been related to the accident. But it never received any. The third party insurer was able to provide the registration number and photos of the damage to Mr R's car. And there was also the report from the Independent Assessor.

As there were no independent witnesses, it was for Admiral to decide whether its chances of success were high enough to defend the claim in court, or to settle the claim without prejudice and on the best terms possible. And based on the evidence available to it at the time, it decided to settle the claim in full.

Admiral has said that before it made its decision, it should have reviewed images of the other car. And therefore it hadn't acted reasonably at this point. It paid Mr R £50 to recognise this. It has since reviewed images of the other car and is satisfied that it has acted reasonably in settling the claim.

Having reviewed the evidence provided and the explanation given by Admiral as to why it reached the decision it did, I'm satisfied that it has settled the claim fairly and in line with the policy terms. I've noted that it has acknowledged that it should have reviewed the images of the other car prior to settling the claim. And because of this it has paid Mr R £50. I think this is fair in the circumstances of this complaint as ultimately Admiral settled the claim reasonable and in line with the terms of the policy.

I understand that my decision will come as a disappointment to Mr R and Mrs R but I don't think Admiral has acted unreasonably. And therefore I don't think it needs to do any more.

### **my final decision**

For the reasons I've given above, my final decision is that I don't uphold this complaint against Admiral Insurance Company Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R and Mrs R to accept or reject my decision before 13 July 2019.

Michael Fisher  
**ombudsman**