

complaint

Mr R's son disputes he was involved in an accident and causing damage to a third party on 31 May 2011. The third party alleges that Mr R's son hit his car whilst it was parked and proceeded to drive away from the incident.

The third party made a claim and Admiral Insurance Company Limited accepted it and Mr R and his son dispute that Admiral should have accepted this claim. Mr R and his son have said that he was nowhere near the location at the time of the accident.

background

The third party stated the circumstance of the incident as follows: on 31 May 2011 at 12.40pm he was parked in a car park, when Mr R's son's vehicle hit his vehicle whilst reversing out of a parking bay, damaging the third party passenger side rear bumper. The assessor reported back to Admiral that there was damage to Mr R's son's vehicle which was consistent with the incident circumstances and third party vehicle damage. Therefore Admiral proceeded with the third party claim and has settled it. Admiral considered the engineering evidence obtained by the independent assessor to be strong and on the balance of probabilities that Mr R's son was at fault.

Admiral also had concerns, as Mr R's son had been involved in a similar incident on 24 May 2011, and Mr R's son has said at the time of this incident, he panicked and drove off. This incident was not reported by Mr R however, it was witnessed and reported to the police and as a result the police required Mr R's son to attend a driving course.

Admiral has acknowledged that it should have communicated with Mr R and his son far better and also explained its decision clearly and because it did not, it has paid Mr R's son £100 compensation.

The adjudicator considered the complaint and did not uphold it. She was of the view that Admiral investigated the circumstances of the third party's claim reasonably and came to its view on liability in a fair and reasonable manner.

my findings

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

In the terms and conditions of Mr R's son's policy it states:

"Claims procedure...

We are entitled to: conduct the defence or settlement of any claim on your behalf".

By agreeing to the terms and conditions of the policy Mr R's son agreed that Admiral would be able to conduct the defence or settlement of any claim on his behalf as it sees fit. This is a usual term in almost all motor policies and is not significant in any way. It permits an insurer to deal with any claim made against its policyholder in the best possible terms.

I find that Admiral did investigate the third party's claim and the third party was able to produce the make, model and registration of Mr R's son's car. Following Mr R's son's denial of being in the location of the accident, Admiral ensured an independent assessor examined

both cars and he was of the opinion that there was damage on Mr R's son's car which matched that of the third party vehicle. Therefore Admiral proceeded to deal with the third party's claim as it believed it did not have enough evidence to successfully challenge the third party's claim.

This Service does not decide who is or who is not responsible for causing an accident as that is the remit of the courts. We do however consider whether or not the insurer has come to its decision on liability fairly and reasonably. Therefore we assess whether or not the insurer has reasonably investigated the accident circumstances, reasonably obtained evidence and then came to its decision on liability in a reasonable and fair manner.

In this case, the third party was able to produce the make model and registration number of Mr R's son's car, and its assessor found damage on Mr R's son's car commensurate with the same of the third party's vehicle. Consequently I find that in these circumstances, it would have been most difficult for Admiral to dispute the third party's claim in court based on this evidence as it does seem on the balance of probabilities that Mr R's son car was involved with this accident with the third party. Given the location of the accident which is within the area where Mr R's son does drive his car, this again points to the probability that the accident occurred as the third party has claimed.

Whilst it is understood that Mr R's son asserts that he was not responsible for the second incident, I find that Admiral has utilised the service of an independent assessor and it has concluded that, on the balance of probabilities, the incident did occur in the manner claimed by the third party and Mr's R son's vehicle was involved. I do not find that its conclusions are unreasonable, bearing in mind the evidence.

Admiral has admitted that its communications with Mr R and his son could have been better, it has paid the sum of £100 compensation which I consider to be reasonable in the circumstances. It is in line with awards for such compensation that I have awarded previously.

my final decision

For the reasons above it is my final decision that I do not uphold this complaint and I make no order against Admiral Insurance Company Limited.

Rona Doyle
ombudsman