

complaint

Mr L complains that Admiral Insurance Company Limited unfairly declined a claim he made on his motor insurance policy.

background

Mr L had an accident in which his car was badly damaged. He told Admiral he'd driven through a puddle on a dual carriageway. The car skidded and hit the central reservation. It was taken to Admiral's approved repairer. The garage told Admiral the tyres were below legal requirements for depth of tread. Admiral's in-house engineer agreed, but instructed an independent firm of assessors to examine the car as well. The independent assessor thought both rear tyres were too worn and that had contributed to the accident. Admiral said Mr L had breached a policy term requiring him to make sure the car was roadworthy.

Our adjudicator thought Admiral had acted reasonably, but Mr L said the independent assessor's report wasn't good enough. Mr L thought the tyres were 'just legal' so the car was roadworthy. He said Admiral had pushed him into scrapping it. Mr L said he wanted the complaint to be reviewed by an ombudsman. Later on he provided a lengthy report from an engineer that challenged Admiral's decision and the view of the independent assessor.

Admiral said Mr L's engineer hadn't examined the car's tyres. It said the engineer's belated report contained nothing to make it change its decision.

my findings

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

It wasn't only the independent assessor who thought the tyres on Mr L's car were below the legal standard. Mr L didn't accept the assessor was qualified to comment or that he'd completed the report in line with correct procedures. But I think it was reasonable for Admiral to rely on his independent opinion. I can't say he wasn't qualified to comment. And his view was in line with the engineers who'd already seen the tyres.

Mr L said Admiral needed to prove that if his tyres had had a full tread, the accident wouldn't have happened. I think what Admiral had to do was to show it was reasonable to believe the state of the tyres contributed to the accident. Mr L said the car had a valid MOT certificate and a dealership garage had recently fitted a new battery. But it was months since the MOT inspection and there's nothing to show the dealership garage inspected the tyres.

Mr L's engineer made numerous comments. He concluded that there was no standing water or puddles on the road – despite what Mr L had first reported to Admiral. He thought the car couldn't have 'aquaplaned', as the assessor had said, because for that speed and water were both needed. But the car was clearly out of control when it hit the central reservation and it isn't known what speed Mr L was driving at. The engineer didn't comment on the car having skidded, which produced a similar *outcome* to aquaplaning anyway.

The engineer said as far as he knew, Mr L wasn't travelling at speed, but that it could have been a factor in the accident. So could harsh acceleration or lack of tread. He specifically mentioned the lack of any tread on the inside of one of the tyres. He said it may have affected the grip on the road, but it wasn't possible to say for sure what caused the accident.

Mr L's engineer also questioned the qualifications of the independent assessor and his independence. He queried the assessor's methodology and even whether the photos were of the tyres on Mr L's car, though there's no evidence to the contrary. He thought the photos were of one tyre only. He thought that tyre was legal, as only the inner edge of it was 'bald'. He said he couldn't comment on the other tyre, but the vehicle was roadworthy "...by a very close margin." And he didn't think Mr L was reckless in having tyres so low on tread.

The term Admiral's relied on to reject the claim isn't limited to the state of the car. Nor does it rely on recklessness. It says that if loss or damage through the inappropriate conduct of the driver *or* the condition of the car caused *or contributed to* the accident, no cover will be provided. Admiral thought the state of the tyres contributed to the accident. Two engineers, plus the independent assessor, agreed the tread was below legal requirements. Mr L's engineer didn't actually inspect the tyres, but even he thought one of them was in poor condition. He also thought a lack of grip could have *contributed* to the accident. I don't think it matters that Mr L wasn't aware of the state of the tyres.

I think it was reasonable for Admiral to decide it made no difference that Mr L's car had a valid MOT certificate. Its engineer commented that Mr L had driven a few thousand miles since then. He thought Mr L could reasonably have been expected to check the tyres at intervals, especially as he was driving a high-performance car. I don't think there's evidence that only one tyre wasn't roadworthy. Even if that were so, I think it would've been fair for Admiral to say even *one* unsatisfactory tyre contributed to an accident on a wet road.

It may well be that factors including driver error were partly to blame for the accident. But I think Admiral had reasonable grounds for thinking unsatisfactory tyre treads contributed to it. Admiral didn't have to show that was the sole cause of the accident. For that reason I think it was reasonable for it to decline the claim.

my final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to Mr L to accept or reject my decision before 2 March 2017.

Susan Ewins
ombudsman