

## **The complaint**

Mr G and Ms E complain about how Admiral Insurance (Gibraltar) Limited (“Admiral”) dealt with a claim they made on their motor insurance policy after their car was hit by a third party. They’re also unhappy with how their policy renewal was handled.

## **What happened**

Mr G and Ms E have comprehensive car insurance with Admiral for each of their cars.

In January 2020 Ms E arranged for both of the cars in the household to be insured with Admiral. The intention was for both Mr G and Ms E to be able to drive both cars.

Mr G and Ms E say an error occurred and the policy was set up so that only Ms E was insured on one car, and Mr G was insured on the other car. But Mr G and Ms E weren’t aware this was the case and don’t know how this happened.

In January 2021 Ms E contacted Admiral to renew the policy. Ms E thought the policy allowed both drivers to drive both vehicles and so she asked for the policy to remain the same as the previous year. Ms E asked for the policy details to be sent to her for review before agreeing to renew it. She was told it would be emailed to her in the next 24 hours.

During the course of the call Ms E arranged for their home insurance to be combined with the motor insurance policy in order to take advantage of further savings. Mr G and Ms E say the email from Admiral with details of the policy weren’t sent to them so they weren’t able to check the policy was correct.

Unfortunately Mr G was involved in a road traffic accident in September 2021 in which another driver hit the car he was driving. Mr G and Ms E say Admiral should cover the cost of the accident since it was Admiral’s agent’s actions in pushing for a combined home and motor product that prevented the policy mistake being noted and rectified. Mr G and Ms E say instead of sending out the policy documents as requested a new combined policy was set up.

Mr G and Ms E say when they reported the accident to Admiral they were told the accident was Mr G’s fault, without speaking to him to obtain details of the accident. Admiral then wrote to Ms E to say it wouldn’t be paying the claim since Mr G wasn’t a named driver on the vehicle which was involved in the accident.

Admiral accepted liability for the accident and paid the third-party costs for the claim. Mr G and Ms E weren’t happy about this since Admiral hadn’t spoken to Mr G about the circumstances.

Mr G and Ms E requested copies of the correspondence between Admiral and the third party as well as a copy of the call made to Admiral at the time of reporting the accident. But Admiral didn’t provide these.

Mr G and Ms E were unhappy that Admiral didn't follow up on the details of the accident with Mr G, that it ignored their letter which denied liability, and repeatedly delayed sending documentation following their subject access request. Mr G and Ms E want Admiral to pay the cost of full repair of their vehicle, pay some compensation for the distress and inconvenience caused by the matter, and an amount for having to drive a damaged vehicle for 15 months. So they complained to Admiral.

Admiral said the policy was set up online and the policy documents were sent to Mr G and Ms E. Those documents showed which drivers were covered on each car. The policy documents were sent out again prior to renewal and these showed there were no named drivers on either vehicle. So since Mr G wasn't named as a driver on Ms E's vehicle Admiral said it wouldn't pay for any loss, damage, or liability.

Mr G and Ms E remained dissatisfied with Admiral's response so referred their complaint to this service. One of our investigator's looked into things for them. He said he didn't think Admiral were unreasonable in settling the third-party claim since the terms and conditions allows it to do so. He said he didn't see anything that suggested the letter received from Admiral dated 30 March 2022 was factually incorrect. The investigator said the policy documents were uploaded to the customer portal in December 2020 along with a message to check the documents were correct. The investigator also said since Mr G wasn't on the policy he didn't think Admiral acted unfairly in not settling the claim for damage to the vehicle. So he didn't uphold the complaint.

Mr G and Ms E disagreed. So the complaint has come to me to decide.

### **What I've decided – and why**

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

The Service's approach in cases like these is to consider whether the insurer acted fairly and reasonably, and in line with the terms and conditions of the policy.

To be clear complaint handling is not a regulated activity so I am unable to comment or make a finding on how the complaint was handled. Likewise complaints about subject access requests are outside the remit of this service. Any complaints about this should be referred to the Information Commissioner's Office.

I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome.

### ***The renewal call***

I have listened to the call between Mr G and Ms E and Admiral when the policy was being renewed. When discussing the renewal the agent asked Ms E if there were any changes that needed to be made to the policy apart from the mileage. Ms E confirms there isn't. After the discussion around the premium finishes Ms E asked for the information to be emailed over which the agent agrees to and confirms it will be in the next 24 hours.

Later in the call the agent discusses combining home and car insurance which would give a further discount to the motor policy. Ms E then handed the phone to Mr G who continued with setting up the policy. At the end of the call the agent tells Mr G to review the policy documents to check they're accurate and to call back if there are any issues.

I think it's likely that, because the home insurance policy was set up during the call, and because the call passed from Ms E to Mr G part-way through there was a breakdown in communication. Initially Ms E asked for the documents to be sent to her so they could be reviewed before taking out the policy, but once the home insurance was discussed the combined policy was taken out over the phone.

The policy documents were uploaded onto the portal for review on 11 January 2021. Mr G and Ms E had 14 days to cancel the policy during the cooling off period. And to notify Admiral if there were any changes that needed to be made. I haven't seen anything in the notes to suggest this happened. So I don't think Admiral acted unreasonably or unfairly here, and I think there was opportunity to check and amend the policy after it had been purchased.

### *The accident notification call*

I have listened to the call between Ms E and Admiral regarding the accident.

When describing the incident the car is described as, '*inching forward a little bit*' and "*pulling out very slowly*". So I don't think this suggests the car was stationary at the time of the incident.

Mr G and Ms E have said Admiral should have discussed the incident with Mr G since he was the one involved. Ms E wasn't even present at the time and was simply relaying what she'd been told back to Admiral. And I would have expected Admiral to speak to Mr G in order to obtain the details of what happened. But, on review of the information provided I don't think it would have made a difference to the outcome. I say this because the material facts, such as the position of the cars on the road at the time and the highway code, were not likely to change. And had Admiral had any queries about the incident and what happened I would have expected it to contact Mr G for further information, but it didn't.

I appreciate how strongly Mr G and Ms E feel about this. As an insurer, Admiral is likely to have experience of handling such claims and would be clear about the burden of proof required when defending claims.

### *Accepting liability*

In the terms and conditions of the policy Admiral is able to, "conduct the investigation, defence and settlement of any claim on your behalf," and this is what it's done here. Because of this Admiral doesn't need Mr G or Ms E's agreement or approval to accept liability. But I would expect Admiral to base any decision on things such as the evidence provided by the third-party, evidence provided to support or challenge the version of events, legal precedent, legislation, and the Highway Code.

There were no independent witnesses, there is no CCTV, and the police didn't attend the scene. Mr G was turning out of a side road/car park onto a main road into the path of the other driver who was already established on the road. Mr G says the other car cut across in front of him but there is nothing to show if and how this happened at the moment of collision. Admiral took the view that in the absence of detailed independent evidence to prove Mr G was stationary at the time of the accident, and the fact that Mr G was emerging from the side road while the third-party was on the main road, it wouldn't be able to defend the claim. I don't think Admiral acted unreasonably here since it relied on the evidence before it to come to that conclusion.

I've considered the information provided to me. I must say that I empathise with the position Mr G and Ms E find themselves in. But I don't think this is due to Admiral and its handling of the claim.

*Letter dated 30 March 2022*

Mr G and Ms E said the letter dated 30 March 2022 was factually incorrect and threatening in nature. I have reviewed the letter and I'm sorry to hear Mr G and Ms E felt this way. Admiral apologised for the mention of personal injury and confirmed no injury had been claimed by the third party. Admiral also explained the legal position for Mr G and Ms E given Admiral were not on cover at the time of the accident. I can see why the content of the letter would have been upsetting but I think Admiral have a duty to explain the position to Mr G and Ms E, especially where they may be at risk of a claim against them. So I don't think Admiral acted unreasonably or unfairly here.

### *The policy documents*

Admiral have provided this service with evidence that the policy schedules were uploaded onto the portal for consumers to log in and review.

I have reviewed the policy documents which were uploaded to the portal. The documents say, *"please check this document carefully and if anything is incorrect, call us."* The home proposal confirmation says, *"check this document carefully because it is your record of the information you have provided. Inform us immediately if any of this information is incorrect or changes during the period of insurance."* So, as previously stated, I think Mr G and Ms E had opportunity to review and rectify any issues with the cover being provided. But I haven't seen anything which suggests they did.

It is important to explain we are not the industry regulator so we can't direct Admiral generally about how it conducts its business or its policies.

I know my answer will be disappointing for Mr G and Ms E but overall I think Admiral has acted fairly and reasonably, and in line with the policy terms and conditions.

### **My final decision**

For the reasons explained I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs E and Mr G to accept or reject my decision before 12 October 2023.

Kiran Clair  
**Ombudsman**