

complaint

Miss B complains that Admiral Insurance Company Limited has wrongly adjusted the No Claims Discount (NCD) on her motor insurance policy. This means she is now without any NCD, and she wants it reinstated.

background

Miss B was turning right into a minor road when her car was hit by an oncoming motorcycle. She paid for the repairs to her car herself, but the motorcyclist made an insurance claim. Admiral accepted that Miss B was at fault and paid the claim. It then told Miss B that it was removing her NCD as a result.

Miss B says that she was not to blame, and that Admiral should not have agreed to accept that she was at fault for causing the accident. She says that it did not make adequate investigations to establish what happened, and did not tell her that it was accepting she was liable before it did so. Following the loss of her NCD she has not been able to afford to insure and run a car.

Our adjudicator did not recommend that the complaint should be upheld. She explained that it was not for us to decide who was to blame for the accident, and that all we could consider was whether Admiral had reached its decision not to contest liability in a fair and reasonable manner. She was satisfied that it had. It was therefore entitled subsequently to remove Miss B's NCD.

Miss B did not accept the adjudicator's conclusions. She said, in summary, that she still did not consider herself responsible for causing the accident, and that Admiral should have done more to investigate the full circumstances before accepting liability on her behalf.

my findings

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

As the adjudicator has already explained, we do not decide who was liable for causing an accident – that is for a court of law to decide. However, we do examine whether the decision on liability made by the insurer was fair and reasonable given the particular circumstances of this complaint.

The terms and conditions of the policy say that Admiral has the right to decide whether to defend or settle a claim. Admiral has shown that it did consider carefully how the accident happened, and that it concluded that if the circumstances were to be considered by a court it was highly likely that Miss B would be found liable for causing the accident. It therefore decided to settle the third party's claim.

I am therefore satisfied that Admiral did act fairly and reasonably in reaching its decision. It did not have to ask Miss B for any further information, or carry out any further investigations, if it did not consider this would be likely to provide any new information that would affect its decision.

I also find that, having reached this decision, Admiral was entitled to remove Miss B's NCD. There are no grounds for me to require Admiral to reinstate that NCD.

Additionally, I note Miss B's comments that Admiral did not tell her that the motorcyclist was pursuing the claim or that it had decided to accept it. I find that it did write to her at an early stage to say that it was likely that she would be held responsible for the accident, and that it wrote again to confirm that it had accepted liability on her behalf. I am therefore satisfied that Admiral did inform her in a timely manner of the likely and actual outcome of its decision on the third party's claim, together with its effect on her NCD.

my final decision

For the reasons I have given above, it is my decision that I do not uphold this complaint against Admiral Insurance Company Limited.

Malcolm Rogers
ombudsman