

The complaint

Mr W complains that Admiral Insurance (Gibraltar) Limited (Admiral) didn't check for CCTV footage to support a non-fault claim, under his motor insurance policy.

What happened

Mr W was involved in a car accident on 31 March 2023. He made a claim to Admiral, which it accepted. However, Mr W doesn't think its decision to accept liability for the accident is fair. He says he told Admiral he wasn't sure if there was CCTV footage, but that this was possible as it happened in a supermarket car park. Mr W says he doesn't agree with Admiral's comments that the damage to the other vehicle indicates he was at fault.

In its final complaint response Admiral says it expects its customers to advise it of potential CCTV footage. It says it won't make enquiries without this. Admiral says it employed an investigator to assess Mr W's claim. The investigator concluded it should accept liability but look to dispute any personal injury claim. Admiral says the investigator prepared a 'court worthy' document, which it relied on when deciding to accept liability in this case.

Mr W didn't think Admiral had treated him fairly and referred the matter to our service. Our investigator didn't uphold his complaint. He says Admiral's policy terms allow it to decide how to deal with Mr W's claim. He didn't think it had done so unfairly. Our investigator didn't think it'd been shown there was CCTV evidence or that this would support Mr W's position.

Mr W disagreed with this outcome and asked for an ombudsman to consider his complaint.

It has been passed 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.

Having done so I'm not upholding Mr W's complaint. Let me explain.

Admiral's policy terms say that it will decide how to settle a claim and will either pay to repair the vehicle or provide a cash settlement to replace it.

This is a common term found in most motor insurance policies. It essentially means that it's for Admiral to decide how to deal with a claim. It doesn't need Mr W's permission to do this. However, this doesn't mean it can do anything it wants. It must still treat him fairly. I've considered whether it did that here.

Admiral says that as Mr W was reversing out from a parking space, he has a higher duty of care to ensure it's safe to reverse before doing so. It also says that for the third-party to have hit Mr W's car directly in the rear, it would expect to see more damage to the central bumper, rather than to the other car's headlight. It says the damage supports the third-party's insurer's view that Mr W had reversed out into its driver's "*correctly proceeding*" vehicle.

I've read the investigator's report documenting the interview with Mr W. Mr W gives a different account of events to that of the third-party driver. He says the car behind drove into him, either just after he'd finished reversing or as he was coming to a stop. I note the investigator's comments that it would be difficult to dispute liability as Mr W was reversing out of a parking bay. Also, because he wasn't certain if he was stationary at the time of the impact.

Admiral's claim records include the information Mr W provided when he first reported his claim. The notes say he was asked if there was a witness or CCTV and that he replied "no" to these questions. I can also see from the investigator's statement that Mr W was asked if there was any CCTV covering the incident scene. The statement noted that Mr W wasn't aware of any CCTV in the area.

Having considered all of this, the evidence indicates that Mr W didn't inform Admiral of the possibility of CCTV footage of the accident. I acknowledge what he says about the business making efforts to obtain such evidence. But I wouldn't expect Admiral to make enquiries unless it was aware of the potential for CCTV footage showing the accident. The claim records and investigator's report say Mr W advised there was no CCTV in the area.

Admiral appointed an investigator to take a statement from Mr W and to consider the evidence. I think this was reasonable when deciding whether to pursue the other driver as the at-fault party. Based on the evidence available I don't think Admiral treated Mr W unfairly when it decided to accept liability. The investigator explains that success in court was unlikely. To avoid further costs it was therefore reasonable for Admiral to make the decision it did.

Mr W clearly feels very strongly that he wasn't the at-fault party here. But my role is to consider the evidence and decide whether Admiral treated him fairly. I think it did. So, I can't reasonably ask it to do anymore.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 26 July 2024.

Mike Waldron
Ombudsman