

The complaint

Ms C and Mr H complain about Admiral Insurance (Gibraltar) Limited's ("Admiral") handling of their claim under their car insurance policy.

Ms C has acted as the main representative during the claim and complaint process. So, for ease of reference, I will refer to any actions taken, or comments made, by either Ms C or Mr H as "Ms C" throughout the decision.

What happened

Ms C's car was involved in a hit and run incident. Ms C says it happened opposite a building which had CCTV so there was a good chance it will have captured the third party's registration. Ms C says she contacted the building for their CCTV and was informed Admiral were able to request this. Ms C provided Admiral with the relevant details but, in their request, Admiral didn't provide the correct accident location and the footage retention period then expired, which meant it was no longer available. Ms C complained about this and about calls not being returned, excessive waiting times on calls, lack of communication and being sent incorrect information about a department's opening hours. Admiral responded and originally upheld the complaint apart from the issue involving the CCTV and the information about the opening hours. Admiral sent a cheque for £60 as compensation for their errors. Ms C raised further points about the parts of her complaint not upheld and Admiral then upheld both of these parts and sent a cheque for a further £100 compensation.

Our investigator looked into things for Ms C and Mr H. He agreed Admiral had made errors and recommended they pay an additional £250 compensation. Ms C and Mr H disagreed so the matter has come to me for a decision.

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've decided to uphold the complaint. And, I think the investigator's recommendation is a fair way to resolve matters. I understand Ms C and Mr H will be disappointed by this but I'll explain why I have made this decision.

Firstly, I've looked at the service given to Ms C. My role requires me to say how a complaint should be settled quickly and with minimal formality and so I'll focus on what I consider to be the crux of the complaint and the main areas of dispute.

I think it's important to add, I won't be commenting on every event, instead I have taken a broad approach to the overall service provided.

The key facts about the complaint aren't in dispute. Admiral accept they got things wrong by providing incorrect information in their request for the CCTV, not returning calls, Ms C having to wait on hold for excessive periods of time, lack of communication and sending Ms C incorrect information about a department's opening hours. The only issue I have to decide is whether their offer of compensation is fair and reasonable in the circumstances.

I think it's right that Admiral should compensate Ms C and Mr H for the worry and upset caused. To help decide what a fair and reasonable level of compensation should be, I've looked at the errors by Admiral and the impact it has had. I can see £160 has been paid – and I think this is fair and reasonable for the customer service issues Ms C has complained about. I can see the dispute here though, and what I've been asked to decide on, relates to the compensation for the impact of the error relating to the CCTV.

I acknowledge Ms C feels there has been a loss of opportunity now to pursue any claim, and losses, against a third party. I agree with Ms C's point here, and I don't doubt Ms C's testimony that the building representative informed her the CCTV did cover the accident location. I've also taken into account that Ms C made all the relevant enquiries to establish how, and in what format, any request for the CCTV should be made. So, I accept it was then very upsetting and frustrating for Ms C to then learn, despite her time and effort in making all relevant enquiries, Admiral failed to provide the correct information to secure the CCTV.

Ms C says the CCTV would've led to recovery of losses such as loss of earnings, medical treatment and travel expenses she incurred. I do acknowledge why Ms C believes these would potentially have been recoverable but there's a number of variables I have to consider here. Any recovery of losses from a third-party insurer would be contingent on the CCTV clearly identifying the third party's registration, them being insured and also any claim being successful. Based on the information I've seen I can't say with any degree of certainty the CCTV would've provided a positive outcome on these factors. As I've mentioned, I don't doubt the CCTV covered the area where the accident occurred, but that alone doesn't persuade me the third-party registration would've been visible and that the third party was insured. For me to consider the impact of this against Admiral there needs to be a clear and reasonable causative link between the error and reasonable prospects of those losses being recovered. But in this case, I can't say that causation is established to a sufficient degree.

I acknowledge this leaves Ms C upset and frustrated at losing the opportunity to establish whether a third party could've been pursued for any claim and losses – and that's what I've taken into account here when deciding what a fair and reasonable level of compensation should be. And in this case, I think compensation of £250 is fair and reasonable and reflects the impact on Ms C of the lost opportunity to determine whether a third party could've been pursued.

Putting things right

I've taken the view that Admiral have made errors in the customer service provided to Ms C and Mr H and their actions have caused a loss of opportunity to potentially pursue the third party. So, in addition to the £160 already offered, they should increase their offer by an additional £250 bringing the total compensation paid to Ms C and Mr H for this complaint to £410.

My final decision

My final decision is that I uphold the complaint. Admiral Insurance (Gibraltar) Limited must take the steps in accordance with what I've said under "Putting things right" above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms C and Mr H to accept or reject my decision before 2 January 2024.

Paviter Dhaddy
Ombudsman

