

## **The complaint**

Mr B has complained about his car insurer Admiral Insurance (Gibraltar) Limited, following an accident he had in his car in May 2023.

Mr B made several complaints to Admiral following the accident. Some of those complaints have been considered by this service under a separate reference. This reference and decision consider Mr B's concerns about Admiral's liability decision and how it handled matters from 14 June 2023 to 14 September 2023.

## **What happened**

Mr B was driving around a roundabout in May 2023 when he and another car collided. Mr B told Admiral that he felt the other driver was at fault and that a police officer attending the scene had advised him that a nearby CCTV camera was not working. He provided Admiral with the details of a witness to the accident. By 14 June 2023 Mr B was unhappy that Admiral had not yet decided liability. He was then disappointed to receive an email on 22 June 2023 which advised that Admiral were viewing him as at fault for the accident – but that it would continue to look for further evidence and let him know if its view changed.

In September 2023 Mr B said he was unhappy that Admiral still hadn't decided liability. He said it had produced no evidence to support its view that he was likely at fault. He noted that whilst the email of 22 June 2023 referred to Admiral waiting for CCTV evidence, he had told it the police had said there was none. Mr B said it made no sense for both drivers to be left showing as at fault. He said he felt Admiral was biased towards the other driver.

In letters of 6 and 14 September 2023 Admiral confirmed its primary duty was to Mr B and that it had been supporting him – but it had to be mindful of the evidence available. It said its decision was to view Mr B as being at fault for the incident. It explained that his own statement of the loss, compared with the damage to his car, didn't support his argument that the other driver was likely at fault. It explained that the owners of the nearby CCTV camera had confirmed it was working and it had now seen accident footage from it. It said the footage supported its view that Mr B was at fault. It said it had progressed the claim reasonably but thought there had likely been some small delay in it reviewing that footage and replying to Mr B's complaint. It said it would pay £50 compensation for the upset caused by each of those two delays.

Mr B told our Investigator that his outstanding concerns with Admiral were:

- It had delayed the liability decision.
- He didn't believe he was at fault.
- In his view, Admiral was likely assisting the other driver.
- He'd received poor customer service.

Our Investigator felt Admiral had thoroughly investigated the accident and made its final liability decision within a reasonable time. She didn't think it had acted to assist the other driver. She was satisfied it had reached its decision fairly. She didn't think it had provided any poor service or caused any avoidable delays. So she didn't uphold the complaint.

Mr B was unhappy. He said our Investigator had rushed her investigation, coming to her view on the complaint too quickly. He said he felt her view was one-sided. His complaint was referred for an Ombudsman's 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.

With regret for the disappointment I know this will cause Mr B, I find my view on the complaint is the same as that of our Investigator. But I can assure Mr B that in reaching my findings I've thoroughly considered everything he's told us along with all of the detail that's been made available to us from both parties in respect of this complaint. It's an unfortunate consequence of the nature of our decisions (and views) that sometimes one of the parties to the complaint is unhappy with the findings because they aren't in their favour. Finding in favour of one party of the other though doesn't mean the decision itself is one-sided.

It isn't part of my role to decide which driver was at fault for the accident. What I have to do is determine whether or not Admiral made a fair assessment on the liability issue. Here I can see that it acted to gather relevant evidence. I can also see that whilst it was obtaining that it considered the evidence it did have to hand – Mr B's own statement and the known damage to his car. I can understand why Admiral felt that detail alone suggested Mr B was at fault. But I also see it was prepared to revise its position if other evidence suggested a different outcome should be reached. I think that was fair of it.

I know Mr B felt it wasn't fair for Admiral to seek or wait for CCTV footage, when he'd been told none was available. But, in June 2023, Admiral had been told by the owners of the camera that there was footage. I think it was reasonable that it then sought to obtain that and view it to see if it did support Mr B's recollection of events. Unfortunately for Mr B the footage did not assist in that respect. I'm satisfied that Admiral undertook reasonable investigations, considered things reasonably and moved matters on where it could. I haven't seen anything which makes me think it was acting in favour of the other driver, such as by ignoring evidence of failing to follow up on evidence which might support Mr B's statement.

I understand this has been an upsetting time for Mr B. But I'm not persuaded Admiral provided any poor service in the period I am considering. I think Admiral acted reasonably in June 2022 to put Mr B on notice that the available evidence made it inclined to think he was at fault. I'm satisfied that it continued its considerations in this respect though because independent evidence was outstanding which was potentially available. I think that was fair. I accept it had little control over when that evidence would be provided. I think that once it was, in August 2023, it reviewed it and updated Mr B in a reasonably timely manner.

### **My final decision**

I don't uphold this complaint. I don't make any award against Admiral Insurance (Gibraltar) Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 26 December 2023.

Fiona Robinson  
**Ombudsman**