

The complaint

Ms Y has complained that Admiral Insurance (Gibraltar) Limited have dealt with her claim under her motor insurance policy on a split liability basis. She's unhappy at the delay in obtaining witness evidence to support her claim that she wasn't at fault for the accident.

What happened

Ms Y's vehicle was in a collision with another car in a supermarket car park. Ms Y said that the other car had reversed into hers while she was stationary.

When Admiral tried to get CCTV footage of the incident the supermarket refused to release the video. As a result, and in the absence of any other supporting evidence, Admiral agreed to settle the claim with the third party's insurer on the basis of split liability.

Ms Y was unhappy with this outcome and visited the supermarket to speak to a manager. While the company wasn't prepared to release the video, the manager offered to provide a witness statement that he had viewed the footage and agreed with Ms Y that she wasn't at fault for the collision. Ms Y provided the witness' contact details to Admiral but no progress was made for several months. She made contact with the witness on a number of occasions and he explained that he had responded to Admiral's approaches by completing a requested form on at least two occasions.

Ms Y chased Admiral several times for an update and made a complaint about the lack of progress. Ms Y complained that it was unfair for her to be held at fault for the claim, that her insurance premiums had increased as a result, and that Admiral had failed to take appropriate action to obtain evidence in support of her case.

Admiral told her that no evidence had been provided despite many attempts to make contact with the witness. It felt that it had made the correct decision on liability and argued that it was possible that Ms Y's insurance premiums wouldn't have been any cheaper, even if the claim was recorded as "non-fault". It did agree that it could have been more active in updating Ms Y on progress and offered her £100 compensation for the trouble and upset that this had caused her. Ms Y remained dissatisfied and complained to this service.

Since the complaint was received, Admiral continued to try to contact the witness and was eventually successful. As a result of the new evidence, Admiral agreed that liability should be disputed. Admiral has since agreed to fund the necessary court action to establish liability, as the third party insurers have refused to accept full liability.

Our investigator welcomed the progress on liability and felt that Admiral had acted appropriately in that respect. But he felt that the award of compensation wasn't sufficient and increased it to £250. Ms Y accepted the outcome but Admiral has not. It argues that it made numerous attempts to contact the witness and so was not at fault for the delay in obtaining the evidence.

As Admiral haven't agreed with the view the case has been passed to me for consideration.

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.

My decision is to uphold the complaint and the award of £250 to Ms Y.

Since the complaint came to this service it's gratifying that Admiral have been able to progress the claim and obtain the necessary evidence to argue against the finding of fault against Ms Y. That was the main point of contention when Ms Y first complained.

It's clear from Admiral's response to the investigator's view that they made several attempts to contact the witness without success. It's not clear why those failed, especially when the witness himself told Ms Y that he had replied as requested on at least 2 occasions. Having seen the text messages between Ms Y and the witness I'm satisfied that he was likely being accurate in the information he supplied her about complying with Admiral's requests, including making arrangements to receive calls and asking for specific information to help him answer Admiral's queries. I haven't seen any information to explain why the earlier attempts to connect with Admiral were unsuccessful.

Admiral has accepted that it could have been more proactive in contacting Ms Y about the progress, or lack of it, in first seeking the video evidence and then in contacting the witness. It made its offer of £100 compensation to acknowledge the affect that this would have had on Ms Y. But Admiral disagrees with the decision to increase that amount to £250.

I understand why it feels that it wasn't at fault for the delays as it lists the several attempts made to contact the witness. But, I think it's important to emphasise the personal nature of the awards which this service makes, the purpose of which is to reflect the trouble and upset caused to the individual concerned in all of the circumstances of the case. And it's clear to me that in this instance Ms Y was extremely frustrated by the lack of progress and made many of her own attempts to resolve the issue of missing evidence. She visited the supermarket, tracked down a witness and then had multiple contacts with both the witness and Admiral in attempts to link the two together. She reflects that she was left to feel that it was down to her to do all of the work and that no-one at Admiral was being proactive.

In its own complaint response letter, Admiral acknowledges that it wasn't proactive in communicating with Ms Y and accepts that this would have been frustrating for her, acknowledging also that this was in contrast to her own efforts. Admiral admits a delay in initially seeking to contact the witness and that it failed to keep Ms Y informed throughout its own investigations.

In my view this was a prolonged period of several months in which Ms Y was left feeling frustrated with delays and perceived technical failings, which built on her sense of injustice, and led to her having to be extremely active in trying to resolve the outstanding issues. In all of the circumstances and in reflection of the very real impact on Ms Y I feel that the total amount of £250 in compensation is a fair award.

Putting things right

Admiral should pay an additional amount of £150 making a total compensation of £250.

My final decision

For the reasons above I uphold this complaint against Admiral Insurance (Gibraltar) Limited and require it to pay £250 in compensation, inclusive of any amount already paid by it.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms Y to accept or reject my decision before 27 November 2024.

John Withington
Ombudsman