

The complaint

Miss P complains about how Admiral Insurance (Gibraltar) Limited handled a claim made on her motor insurance policy. She wants it to reimburse her £600 policy excess. Miss P is represented in this matter by her father, Mr P, a named driver on her policy.

What happened

Miss P said another car hit her car in a council car park. She made a claim on her policy and told Admiral that CCTV footage was available. Admiral said the council required a police incident number to release the footage, which took two weeks to obtain. And then Admiral said it didn't complete an online form to request the footage.

So Miss P said the footage had been lost when it could have identified the car that hit hers. Admiral agreed it hadn't acted promptly, and it paid Miss P £200 compensation for this. But Miss P wanted it to waive her policy excess.

Our Investigator didn't recommend that the complaint should be upheld. She saw that the camera was a panning camera and so she thought it may not have recorded the incident. She thought the policy excess was always the first part of a claim to be paid, in keeping with the policy's terms and conditions. And Admiral was under no obligation to recover it. And she thought Admiral's compensation was fair and reasonable for the impact caused by its lack of a proactive approach.

Mr P replied that they had been given conflicting information about the need for a police incident number to release the footage. But they had obtained this a week after the incident. And he said he could have recovered the excess from the other driver if the CCTV footage had identified them. Mr P asked for an Ombudsman's review, so the complaint has come to me for a final 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.

I can understand that Miss P and Mr P feel frustrated that Admiral didn't act promptly to obtain the CCTV footage. I can see that they had to chase Admiral to act and to obtain updates. And I can also understand that Miss P would want to recover her policy excess after another driver reversed into her parked and unattended car.

Admiral is required by the relevant regulations to handle claims promptly and fairly. Admiral accepts that it wasn't proactive in chasing the CCTV evidence after Mr P provided information about it. It took five prompts from Mr P over a two week period before Admiral requested the footage from the council. It then chased this as it was aware that it would only be kept for a short time.

But then there was confusion about which council was responsible for the car park, and the footage. And what information was required to obtain this. Admiral had already provided information and photographs (provided by Mr P) about the location of the car. But it seems

that as an online form hadn't been completed and as the council only kept the footage for four weeks, it was lost.

But the responsible council did explain that the CCTV camera panned and it may not have caught the incident. So there's no certainty that the footage would have identified the other car. And so I can't say for certain that Admiral's lack of promptness and proactivity caused Miss P any loss.

Admiral paid Miss P £100 compensation for the frustration caused by its delay and its lack of updates. I think that's fair and reasonable as it's in keeping with our published guidance for this type of error, and I don't require it to increase this.

Miss P accepts that her policy excess was payable in order for her car to be repaired. But Miss P was unhappy that she lost the chance to recover her policy excess as the other driver wasn't identified.

I agree that she may have been able to recover this from the other driver if the CCTV footage had identified them. But, as I've said above, it was never certain that the CCTV footage would have captured the incident or enabled the other driver to be identified.

Nevertheless, Admiral recognised the further frustration caused to Miss P and it paid her £100 compensation for this. I think that's in keeping with our published guidance. And so I think that's fair and reasonable, and I don't require Admiral to reimburse Miss P her policy excess.

My final decision

For the reasons given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss P and Mr P to accept or reject my decision before 30 September 2025.

Phillip Berechree
Ombudsman