

## The complaint

Mr T complains that Admiral Insurance (Gibraltar) Limited unfairly handled a claim under his motor insurance policy.

## What happened

The circumstances of this case are well known to both parties, but in summary, Mr T has a motor insurance policy underwritten by Admiral.

In February 2025, Mr T was involved in an accident while driving his father's vehicle. Mr T had his father's permission to use it, and so Mr T was covered under the 'Driving other Cars' section of his policy. Mr T notified Admiral of the incident and said that he wasn't at fault. He asked Admiral to obtain CCTV footage from the council to support his account so he could recover the costs of repairing his father's vehicle.

Mr T later contacted Admiral to get an update but was told Admiral hadn't obtained the CCTV footage and it was now too late to do so. It also said that it had concluded that it would be the responsible insurer if a claim was raised as Mr T was turning onto a main road from a minor road and so had a greater duty of care to ensure it was safe. Unhappy with Admiral's handling of the claim, Mr T complained to Admiral.

Admiral upheld the complaint and awarded Mr T £100 in recognition of its failure to obtain the CCTV footage. But it said it was satisfied it had fairly decided liability. It also said as both drivers hadn't claimed, Mr T's no claims discount wouldn't be affected. As Mr T remained unhappy with the outcome, he referred his complaint to this Service.

Our Investigator didn't think Admiral needed to do anything more. They said Admiral had acted in line with the policy terms as Mr T was covered for damage to other drivers' vehicles only and felt that the £100 paid in compensation was fair in the circumstances.

Mr T disagreed. In summary he said Admiral's error meant the CCTV was no longer available to support that the third party driver deliberately drove into him. Mr T said the events also led to a strained relationship with his father due to the repairs needed to the vehicle.

So, the case 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.

I appreciate that I have summarised Mr T's complaint in far less detail than presented, but I'd like to assure both parties that I have thoroughly reviewed all submissions made. My decision won't comment on every point raised or each piece of evidence provided but will instead comment on the issues I consider to be key to the case. This isn't intended as a

discourtesy but reflects the informal nature of this Service – and the rules this Service are expected to adhere to enable me to do this.

While I recognise Mr T will be disappointed, I'm not asking Admiral to do anything more. I'll explain why.

Mr T has a comprehensive motor insurance policy with Admiral and his schedule confirmed he is also covered to “*drive other cars on a third party basis only.*” The policy terms go on to explain that this cover is limited to “*third party damages only.*”

This means that if Mr T is involved in an accident while using another person's vehicle, with their consent, then Admiral only covers any damage experienced by the third party driver, if Admiral agrees liability. Any damage caused to the vehicle Mr T uses is not covered by his policy – regardless of liability.

So, while I'm sorry to hear the incident has led to strain on Mr T's relationship with his father, and he is concerned about the damage incurred to his father's vehicle, Admiral was never under any obligation to consider, pursue or settle these costs under Mr T's policy – and so Mr T would need to pursue the third party insurer for any losses he experienced due to the incident

But I recognise Mr T has experienced a loss of expectation as Admiral didn't obtain the CCTV footage in line with his request. And I appreciate Mr T would be upset that this footage is no longer available. While I recognise this would have been disappointing, I don't consider this failure to materially impact things as even if this did support Mr T's version of events, he still had a greater duty to ensure it was safe, and that he could complete his manoeuvre due to him not having right of way. And Admiral had the right under its policy terms to defend the claim as it sees fit. So it may not reach a decision that its policyholder agrees with. In any case, no decision on liability has been made as no claim was forthcoming from the third party.

When Mr T notified Admiral of the claim, it was recorded as “*notification only*” incase the third party's insurer intended to claim. At the point of its final response, Admiral hadn't been notified of a claim and hadn't paid either party's losses as no formal claim investigation took place – nor has any decision on liability been finalised. The claim notification has since closed and Mr T's no claims discount was reinstated. I'm therefore satisfied that Mr T hasn't incurred any financial loss due to this.

For these reasons, I'm not asking Admiral to take any further action as Mr T isn't covered for damage to his father's vehicle, hasn't experienced any financial loss due to Admiral's failure to obtain the CCTV footage, and I think £100 fairly and proportionately reflects the loss of expectation and disappointment Mr T experienced due to Admiral's service.

## **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 29 December 2025.

Oliver Collins  
**Ombudsman**