

## **complaint**

Mr C complains about Admiral Insurance Company Limited's decision not to pursue his car insurance claim against another driver.

## **background**

In mid 2014 a driver hit Mr C's parked car and then drove away. Mr C wasn't there but his neighbour saw the incident. Mr C reported this to his insurer – Admiral – and gave the registration number noted by his neighbour. But Admiral's attempt to trace either this car or the insurer was unsuccessful. It didn't hear back from Mr C, despite chasing him, and so it closed its file.

Mr C later sent Admiral photographs of a car that he believed was the one that had damaged his. But when Admiral received the neighbour's witness statement it noted that she referred to a different registration number and vehicle make. And so Admiral contacted the insurers of both these cars – neither accepted liability.

So, Admiral told Mr C that it wouldn't pursue the matter any further given the discrepancies in both the registration number and car makes. Mr C was unhappy and brought his complaint to us.

The adjudicator didn't think Admiral had done anything wrong. And so Mr C asked for an ombudsman to make a final decision.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

It's clear from the insurance policy terms that Admiral can decide how it deals with a claim. But I've nevertheless considered whether it did that fairly in Mr C's case.

The main difficulty for Admiral in pursuing Mr C's claim was the fact that the only witness to the incident gave two different car registration numbers. She now seems certain of the correct registration, namely that of the car in the photographs. But that car is a different make and model to the one she has described.

Given these discrepancies, it's unsurprising that the insurers of both cars think the neighbour's statement is unreliable. And given she was the only eye witness Admiral decided that it wouldn't be able to prove which – if any – of the two cars was involved.

I can understand why Mr C wants to rely on the photographs of the first car – which clearly shows it's damaged. But I don't think this evidence was enough to prove that this was the actual car involved. Or that the damage was sustained by hitting Mr C's car.

Under the circumstances, I don't think Admiral acted unfairly in deciding not to pursue Mr C's claim.

Mr C is also unhappy about Admiral not arranging an inspection of either of the third parties' cars. I can see that Admiral asked both insurers to arrange inspections. The first insurer inspected the wrong car. And the issue with the neighbour's statement came up before a

second inspection was arranged. So I think it was reasonable that Admiral didn't insist on an inspection after that point.

The second insurer told Admiral that the car in question had been sold so an inspection wasn't possible.

Overall, I think it's clear from Admiral's contact notes that under the circumstances it did all that it could to pursue Mr C's claim. But it couldn't take the matter any further given that the only witness to the incident had provided two different accounts.

### **my final decision**

For the reasons I've given, 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 C to accept or reject my decision before 22 July 2016.

Sim Ozen  
**ombudsman**