

The complaint

Mr M is unhappy that Admiral Insurance (Gibraltar) Limited (Admiral) have held him at fault for an accident after he made a claim against his motor insurance policy. He is also unhappy with the service he received.

What happened

In 2021 Mr M unfortunately had a car accident involving another vehicle. He submitted a claim to Admiral who told him it would be looking to hold him at fault for the accident and this would impact his no claims bonus (NCB).

Mr M didn't think this was reasonable and so raised a complaint to Admiral about it looking to hold him at fault for the accident, the impact the accident would have on his NCB, that he was being asked to pay his excess and his excess amount. Admiral considered Mr M's complaint and issued a final response in May 2021.

In 2024 Mr M raised a complaint to Admiral as he was unhappy he had been held at fault for the accident in 2021. He said the handler he spoke to didn't listen to his version of events or concerns. Admiral considered Mr M's complaint but said it was fair for it to hold Mr M at fault for the accident. It said the handler had allowed Mr M to raise his concerns, but acknowledged it should have provided clearer information about the impact on Mr M's NCB during this call and so offered £50 compensation.

Mr M didn't think this was reasonable and so referred his complaint to this Service. Our investigator said he didn't think our service was able to consider the issues Admiral had addressed in its final response from 2021 as this had been brought to us out of time. He also didn't uphold Mr M's complaint in relation to the issues Admiral addressed in its final response from 2024. He said he thought Admiral had acted fairly when deciding liability and the compensation it had offered was reasonable.

Mr M didn't agree with our investigator. He said there were exceptional circumstances which meant he was unable to bring the complaint from 2021 sooner than he did and so this Service should consider this complaint. He has also said Admiral haven't taken his version of events into consideration and so it was unreasonable to hold him at fault for the accident.

As Mr M didn't agree with our investigator, the complaint has been passed to me to decide.

What I can look at

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

Before I am able to decide on the merits of Mr M's complaint I've looked at whether we can consider all of the complaint points Mr M has brought to this Service.

This Service only has the power to consider certain complaints. The Dispute Resolution (DISP) rules, written by the Financial Conduct Authority (FCA) set out what complaints we

can look at.

These rules set out, amongst other things, the time limits in which a complaint must be brought to this service. DISP 2.8.2 R is relevant to this complaint. The relevant sections which apply here state:

'The Ombudsman cannot consider a complaint if the complainant refers it to the Financial Ombudsman Service:

- (1) More than six months after the date on which the respondent sent the complainant its final response, redress determination or summary resolution communication...*

Unless...

- (3) In the view of the Ombudsman, the failure to comply with the time limits in DISP 2.8.2 R or DISP 2.8.7 R was as a result of exceptional circumstances or...*

- (5) The respondent has consented to the Ombudsman considering the complaint where the time limits in DISP 2.7.2 R or DISP 2.8.7 R have expired'*

In this case, Admiral has declined its consent for this Service to consider this complaint, as it is entitled to do. So I've gone on to consider the other parts of this rule.

Admiral sent a final response to Mr M on 27 May 2021 which means Mr M needed to refer his complaint before 27 November 2021. Our records show Mr M referred his complaint to this Service in May 2024, and therefore outside the 6 months the DISP rules require for this Service to consider it.

Mr M has provided a detailed explanation of his circumstances which he says mean he was unable to bring his complaint to our Service any sooner than he did. I have considered these circumstances but having done so, I don't consider this to be exceptional circumstances which would allow this Service to consider Mr M's complaint. I don't deny that Mr M has had a very difficult few years in relation to his health and personal circumstances, and so his priorities were likely elsewhere during this period. I'm empathetic to all that Mr M has explained, and I would like to thank Mr M for taking the time to share this information with me. As I understand this cannot be easy to share. However having carefully considered Mr M's comments I don't think this has meant he was unable to bring his complaint to this Service sooner than he has done.

As Mr M has brought this complaint too late, I won't be considering any of the issues Admiral addressed in its final response dated 27 May 2021.

Admiral sent Mr M a final response in April 2024 in relation to the decision it made on liability and the service provided by its first notification of loss handler. Mr M has brought this complaint to our service within the time limits required by the DISP rules which mean this Service can consider this complaint. Therefore I have considered the merits of this complaint.

What I've decided – and why

I should explain that it isn't this Service's role to say who's at fault for causing an accident as that is the responsibility of the courts. Our role is to look at whether Admiral carried out a fair investigation, reviewed all the evidence it has and come to a reasonable decision.

The terms of Mr M's policy entitle Admiral to conduct the investigation, defence and

settlement of any claim on Mr M's behalf. So it was entitled to settle Mr M's claim on what it believed to be the best terms and it had the final say on how to settle a claim. However it needed to exercise this right fairly and reasonably, taking into account everything both parties have provided.

Mr M has said he was pulling from a side road to a main road and as he has done so a third party vehicle who was looking to turn into the side road has reversed into the side of his vehicle.

Admiral has said it considered, on balance of probabilities, the likely outcome of any court proceedings should a case progress that far. As Mr M pulled from a minor road to a major road, the onus was on him to ensure the way was clear for him to complete his manoeuvre. I can see Admiral had asked Mr M whether there was any CCTV of the incident but it doesn't appear Mr M was able to obtain any if there was.

I'm satisfied from the evidence provided Admiral did consider Mr M's version of events and all the evidence available before coming to its conclusion to hold Mr M at fault for the accident. Admiral took into consideration the likely outcome should the claim have been presented before a judge, taking into consideration what it had been told, the highway code and the evidence it had available, which I think it was entitled to do. I appreciate Mr M feels strongly he wasn't at fault for the accident, however I don't think Admiral has acted unreasonably in the way it has handled the liability aspect of Mr M's claim.

Mr M has said the handler he spoke to when he reported the claim to Admiral didn't allow him to speak and didn't take into consideration his version of events before deciding he was at fault for the accident.

I have listened to the call Mr M had with Admiral when he first notified it of the accident. Having done so I'm satisfied Mr M was given the opportunity to speak and provide his version of events. I think the handler explained why Admiral would be looking to hold Mr M at fault for the incident and he had the opportunity to discuss this further had he chosen to do so.

Admiral has said its handler could have handled this call better when discussing the impact the incident would have on Mr M's NCB. It's clear from listening to this call Mr M was unhappy with what the handler had said about the impact on Mr M's NCB but I think the handler remained professional throughout. I think the £50 compensation Admiral has offered to acknowledge the distress Mr M was caused as a result of the way this call was handled is reasonable in the circumstances. I say this because this amount recognises the upset caused to Mr M, but also that the impact was short lived, and the outcome of Mr M's liability dispute remains unchanged.

My final decision

For the reasons I've outlined above, I won't be upholding Mr M's complaint about Admiral Insurance (Gibraltar) Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 12 November 2024.

Andrew Clarke
Ombudsman