

The complaint

Mrs B complains about Admiral Insurance (Gibraltar) Limited's liability decision following a claim against her motor insurance policy.

What happened

Mrs B held motor insurance with Admiral. She was involved in an incident with a third party in May 2024. Mrs B has said, in brief, she was at a junction in a retail outlet pulling on to a road which was clear to cross, and as she was halfway over the junction, the third party collided with her, causing damage and an injury to her wrist.

Mrs B considered the third party to be at fault for the incident. She has said they were speeding, on the phone, not paying attention, and were eager to leave the incident scene.

Admiral decided to accept liability on Mrs B's behalf. It said it based this decision, broadly, on the versions of events provided by both parties, the likely outcome of court proceedings, and it considered the onus was on Mrs B to ensure the way was clear when pulling on to the road.

Mrs B complained to Admiral. It maintained its decision but paid Mrs B £25 compensation for some delays when answering the complaint. Mrs B therefore approached our Service.

The Investigator didn't recommend it be upheld as she thought Admiral reached a fair and reasonable liability decision based on the information available to it. Mrs B didn't agree so I must decide the complaint.

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.

It's not our role to determine which party was at fault for an incident. It's ultimately for an insurer to decide how a claim should be settled, and this includes determining which party is at fault. An insurer will either accept, agree to split, or defend an allegation of liability. The policy allows it to do this on a policyholder's behalf.

My role is considering whether I am satisfied Admiral reached a fair and reasonable conclusion on liability based on all the information available to it at the time. And having done so, I am satisfied it did. I say this for the following key reasons:

- Mrs B confirmed there were no independent witnesses, no dashcam footage, and no CCTV was available despite attempts by Admiral to contact local shops to obtain footage prior to the third party alleging Mrs B was at fault. Admiral therefore considered the versions of events from Mrs B and the third party, as well as damage reports, which I find was a reasonable approach for it to take here.

- Mrs B told Admiral she was pulling out of a junction which was clear to cross, and the third party collided with her. Whereas the third party said they were travelling on the main road which they had right of way to do so, Mrs B went through the junction without slowing or stopping, and collided with their vehicle. Admiral said the versions of events conflicted, but considered, based on this, the onus was on Mrs B to ensure the way was clear for her to complete the manoeuvre. I find this was a fair and reasonable conclusion for it to reach based on the information available to it at the time.
- Mrs B told Admiral the third party was speeding, on the phone, and not paying attention, which resulted in the incident occurring. I am satisfied Admiral considered these points, but it didn't think these made a material difference to the liability decision. I find this was fair given the lack of evidence I set out in bullet point one to support Mrs B's points.
- Admiral told Mrs B it considered the likely outcome of court proceedings based on the information available to it. I find this was a fair and reasonable consideration for it to make on the evidence, the prospects of success of defending the allegation of liability, and the potential costs involved in doing so.

In concluding, for the reasons mentioned above, I find Admiral took reasonable steps to consider all the available evidence to it when reaching its liability decision.

I accept my decision will disappoint Mrs B as I acknowledge her strength of feeling regarding Admiral's liability decision, the distress, inconvenience, an impact this had on her. But for me to require Admiral to put things right, I must be satisfied it treated Mrs B unfairly. And, for the reasons I've set out above, I am not satisfied it did.

My decision therefore ends what we – in attempting to informally resolve Mrs B's dispute with Admiral – can do for her.

My final decision

For the reasons I've set out above, my final decision is I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 21 February 2025.

Liam Hickey
Ombudsman