

The complaint

Mr L complains about how Admiral Insurance (Gibraltar) Limited settled a claim he made on his motor insurance policy.

Reference to Admiral includes its agents.

What happened

Mr L holds a motor insurance policy with Admiral. When he was driving abroad, the vehicle in front of him hit a traffic cone on the motorway. That traffic cone then hit Mr L's vehicle causing it damage.

Mr L contacted Admiral to make a claim, which it accepted.

Mr L complained that Admiral settled the claim as a fault claim on his policy. He thinks either the driver that first hit the cone, or the motorway operator should be pursued and ultimately held at fault.

Admiral said it couldn't pursue the insurer of the vehicle that hit the cone, because first and foremost that vehicle didn't stop, and its details are unknown to Mr L and Admiral.

Admiral said it couldn't pursue the motorway operator either because, in order to hold it at fault, it would have to be shown it was in some way negligent in respect of the traffic cone.

Mr L didn't accept this. He thought Admiral should have done more, such as contacting the motorway operator and getting its stance on the incident or to see if it had CCTV footage to help identify the driver of the vehicle that initially hit the cone.

Admiral didn't think it had done anything wrong, so Mr L brought his complaint here.

Our Investigator didn't recommend it be upheld. He thought Admiral had settled the claim in line with Mr L's policy terms and that the decision it reached was reasonable based on the circumstances of the claim.

Mr L didn't agree and asked for an Ombudsman's 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.

Having done so, I'm not upholding it.

Mr L's policy, like most insurance policies includes a terms which says Admiral is "*entitled to...conduct the investigation, defence and settlement of any claim*". This means ultimately the decision on how to settle any claim made on Mr L's policy lies with Admiral. Consequently, at times, it might make decisions Mr L doesn't agree with.

But, it needs to act fairly when relying on this term. That means it needs to conduct an appropriate investigation into the claim and base its decision on the available evidence.

Here, I'm satisfied Admiral has done this.

Admiral said it can't hold the other driver at fault, firstly because their details are unknown so they do not know who to pursue. And secondly, that proof of involvement requirements of the relevant country haven't been met. I'm satisfied that's a reasonable decision.

Admiral said it's not pursuing the motorway operator either because in order to hold it at fault for the accident, it would have to show it wasn't the other driver who was at fault and that it acted negligently in respect of the traffic cone. It's said showing the motorway operator was negligent would be very hard to evidence. I'm satisfied that's a reasonable decision too.

I've taken on board Mr L's comments that Admiral should have done more. But I'm not persuaded that's likely had any effect on the outcome of this claim. That is, even if Admiral did what Mr L thinks it should have, I'm not persuaded the outcome would be any different.

That's because I think there's only a chance, rather than it being 'most likely', that CCTV covered the area where the accident happened. I think it's less likely that it showed the right angle and I think it's even less likely to prove negligence on behalf of either the other driver or the motorway operator. Similarly, I'm not sure that contacting the motorway operator to get its stance on the matter would have led to it accepting liability for the incident, or in it providing any meaningful evidence.

I understand why Mr L isn't happy at this claim being recorded as a fault claim. But there isn't always a party responsible for an accident. And if they are, it's not always possible or cost effective to evidence that to the point that they accept liability, or it's proven in court. As such, insurers often choose to pay for the damage caused to their insured without pursuing another party for those costs. That's commonly referred to as a fault claim, but it doesn't mean that the party is "at fault" in the sense that the accident was caused by them. It simply means the insurer paid the claim and didn't recover its costs.

My final decision

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 14 April 2025.

Joe Thornley
Ombudsman