

The complaint

Mr H complained about Admiral Insurance (Gibraltar) Limited. He isn't happy about the way it looked to settle a claim under his motor insurance policy and about the service he received.

What happened

Mr H was involved in a minor motoring incident when he was manoeuvring out of a parking space and the other driver was looking to straighten up their car having parked opposite. Mr H looked to advance a non-fault claim through a claims management company as he felt the other driver wasn't at fault and admitted liability at the scene. But Mr H didn't proceed with his claim as when Admiral looked into the circumstances surrounding the claim it felt Mr H would most likely be held jointly liable.

So, Mr H complained to Admiral about this and about the service he received. Admiral accepted that its service could have been better and offered £100 by way of compensation but maintained its position about liability. But Mr H didn't agree so he complained to this Service about all of this.

Our investigator looked into things for Mr H but didn't uphold his complaint. He thought Admiral had acted fairly in deciding liability as both vehicles were manoeuvring at the time of the incident so it would be difficult to hold the third party fully at fault. And he thought Admiral's offer of £100 compensation for the poor service it had provided was fair.

As Mr H didn't agree the matter has been passed to me for review.

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 can understand Mr H's frustration here as he was at the scene and believes the other driver was at fault and said he acknowledged this at the time. However, it is notoriously difficult to establish liability in a car park when both vehicles are manoeuvring, and I don't think there is sufficient evidence to establish the other driver was fully at fault. So, although I know this will come as a disappointment to Mr H, I don't think Admiral has done anything wrong. I'll explain why.

As Mr H is aware, it isn't the role of this Service to decide liability, which is a matter for the courts. Although we do look to ensure insurers have acted in a fair and reasonable way. Under the policy terms, Admiral has the right to take over the settlement of the claim. This gives it the right to decide whether to take a third party to court or settle a claim. Legal proceedings are time-consuming, expensive and the outcome can be uncertain. As such, it will not always be commercially sensible to take legal action against a third party.

However, this Service's general approach is that insurers should act fairly and reasonably in deciding whether to settle or pursue a third party. We expect insurers to make a reasonable

assessment, based on a clear understanding of the evidence and the circumstances surrounding the accident.

With this in mind I've carefully considered how Admiral has handled this claim. And I'm satisfied it carried out a reasonable investigation and took into consideration the available evidence in forming its view on liability.

I say this as it isn't disputed that Mr H and the other driver were both manoeuvring in a car park at the time of the incident. I know Mr H feels the other driver started to reverse while he was already manoeuvring and established in his position, but the other driver said that he was simply straightening up and hadn't finished parking at the point of impact. And Mr H has acknowledged that he was aware the other driver was parking just before he moved his car, so I think there was some onus on both sides to be aware of each other here.

I know Mr H also feels that his insurer should have done a lot more here to ensure liability was found in his favour, but the courts don't look favourably when insurers waste valuable court time and insurers make commercial decisions about the chances of success all the time which isn't unreasonable. And without any independent evidence, such as CCTV or witnesses, it would be very difficult to establish liability fully in Mr H's favour here. I understand Mr H says the other driver said that they were at fault at the time but there isn't any evidence of this, and people often change their minds or don't express themselves clearly at the scene.

I understand the other driver may have said he didn't fully check all his mirrors and surroundings when he reversed but that wouldn't fully establish fault in any event. I say this as it seems to me that both sides have said they were manoeuvring (the third party was straightening up and Mr H was reversing out) so it would be difficult to fully establish the other driver was fully at fault. And I think it would be likely if the matter proceeded to court that both sides would be found partly at fault here even if the split was less than 50/50.

Given all of this, I consider it would be very difficult for Admiral to fully defend Mr H in court if it looked to dispute the claim. I say this as it isn't disputed that there was a minor coming together in a car park but establishing if the other side was fully at fault would be difficult without independent evidence. The onus would be on both sides here and I know Mr H's car has a lot of parking aides that he suggests shows he wasn't at fault but both sides needed to be aware of the potential dangers here.

I know this will be very disappointing to Mr H, especially as the potential impact on him here is significant as he had another recent claim that wasn't his fault. But overall, I feel Admiral acted reasonably in looking at liability.

Finally, I note Admiral has acknowledged some delay, poor communication, and poor service by offering Mr H £100 by way of compensation and that feels fair.

My final decision

It follows, for the reasons given above, that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 28 April 2025.

Colin Keegan
Ombudsman