

## **The complaint**

Mrs W says Admiral Insurance (Gibraltar) Limited wrongly held her at fault for an accident and wrote off her car after she reported a potential claim on her motor insurance policy.

## **What happened**

Mrs W's car was damaged when emerging from a side road onto a main road. She said her path was clear, but a collision occurred. Mrs W said liability should have been split equally, as the other driver had the same duty of care she did. She also said that when she reported the accident, she wasn't sure whether to make a claim on the policy or not, as the damage was minor. But Admiral decided the car was total loss and recorded it as such - even though she decided not to go ahead with a claim, and had the car repaired herself.

Mrs W said the cost of repair was just £400 - and the car was worth £2,500 – so Admiral was wrong to categorise it as an economic total loss. She said she shouldn't have lost a year's no claims discount ('NCD') either. Mrs W also said that Admiral hadn't considered the other driver's contributory negligence - and that as he was also insured by it, there was a conflict of interest, and Admiral took the easiest option for it by putting all the blame on one driver.

Admiral said its liability decision was correct and that as the other driver had made a claim on the policy, it was also correct to reduce Mrs W's NCD. It said the total loss decision was confirmed by an engineer, so it had to place a total loss marker on the car. Admiral accepted that its contact with Mrs W was lacking, and that in particular it hadn't replied to her email dated 27 February 2025 in which she'd disputed liability and the total loss decision. It offered her £50 compensation, plus £10 for the extra calls she'd had to make to it. Mrs W didn't think the compensation was enough. And as she wanted Admiral to change its stance on liability, on the total loss decision and on her NCD, she contacted us for a review of her complaint.

One of our Investigators concluded that Admiral had acted fairly and reasonably, so Mrs W asked for a further review of her complaint by an ombudsman.

## **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.

### *The liability decision*

I think Admiral acted reasonably in deciding that Mrs W was liable for the accident. It said she had a higher duty of care as she had crossed a 'give way' line to enter a main road, where the other driver was proceeding correctly. Admiral took into account the independent evidence from the dashcam in Mrs W's car when making its decision. It shows that the collision occurred straight after her car had started to emerge onto the main road.

Mrs W doesn't think it was fair for Admiral to conclude from the footage that the other car was approaching the side road when her car emerged. She insists that the main road was

clear - and that the other driver admitted to speeding, by saying he was driving at 30 miles per hour. She didn't say the speed limit was below that, so it seems she thinks his negligence was in not driving *below* the speed limit, given that it was raining. I think it was reasonable for Admiral to conclude that there was no evidence of the other driver speeding, and that the dashcam evidence and the location of the accident meant Mrs W was at fault.

Mrs W says Admiral blamed her alone for the accident as it was easier to handle the claims process that way, given that the other driver was also insured by Admiral. But I haven't seen anything to show that Admiral dealt with the matter any differently to the way it would have dealt with it had that not been the case.

### *Impact on Mrs W's NCD*

Mrs W thinks that as she didn't make a claim on the policy, and paid for her car to be repaired herself, her NCD shouldn't have been affected. But the other driver made a claim on her policy, on the basis that she was responsible for the damage to his car. So Admiral incurred an outlay it couldn't recover. In those circumstances, I think it was fair and reasonable for it to reduce her NCD.

### *The total loss decision*

Admiral told Mrs W it had placed a total loss marker on the car. As she hadn't made a claim on the policy, we queried it. Admiral confirmed recently that although its engineer thought the car was beyond economic repair, a marker was *not* applied to the car, as Mrs W decided not to make a claim on the policy. It said there's no record of a total loss decision on the Motor Insurance Anti-Fraud and Theft Register (MIAFTR). So although Admiral made an error in giving Mrs W the wrong information on this point, as no marker is in place, the potential loss in the value of her car that she feared as a result of the marker isn't an issue.

### *Poor communication*

Initially, I think Admiral gave Mrs W a full explanation of her options if she made a claim, and also if she decided not to do so. But Admiral has accepted that its later communication with Mrs W was poor, in not responding to some of her emails, leading her to spend more time contacting it than should have been necessary. I think it dealt with these issues reasonably by paying her some compensation for distress and inconvenience, plus a small sum towards the cost of her calls.

### *In summary*

Mrs W is still unhappy about the service provided by Admiral, and she remains dissatisfied with the liability decision, the reduction in her NCD and the level of compensation. But as I think Admiral dealt reasonably with the issues Mrs W complained to it about, I can't uphold her complaint.

## **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 8 December 2025.

Susan Ewins  
**Ombudsman**