

The complaint

Miss S complains about how Admiral Insurance (Gibraltar) Limited have settled a claim on her car insurance policy.

What happened

Miss S was involved in a road traffic accident and raised a claim with Admiral. Admiral assessed the claim and concluded the liability for the accident was 50/50. Miss S was unhappy and raised a complaint. Admiral didn't uphold Miss S's complaint as they didn't think they'd done anything wrong. Miss S disagreed. She didn't think Admiral had taken into account the Highway Code (HC). Miss S brought the complaint to this service.

Our investigator upheld the complaint. Whilst he didn't think Admiral had unfairly settled the liability of the claim as 50/50, he felt Admiral could have handled the claim better and awarded compensation. Both Admiral and Miss S appealed. As no agreement could be reached, the complaint has been passed to me to make a final decision.

Because I disagreed with our investigator's view, I issued a provisional decision in this case. This allowed both Admiral and Miss S a chance to provide further information or evidence and/or to comment on my thinking before I made my final decision.

What I provisionally decided – and why

I previously issued a provisional decision on this complaint as my findings were different from that of our investigator. In my provisional decision, I said:

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

Based on what I've seen so far, I don't intend to uphold Miss S's complaint. I know this will be disappointing to Miss S but I've explained my reasons below.

When considering complaints such as this, I need to consider the relevant law, rules and industry guidelines. The relevant rules, set up by the Financial Conduct Authority, say that an insurer must deal with a claim promptly and fairly. So, I've thought about whether Admiral acted in line with these requirements with how it settled Miss S's claim.

At the outset I acknowledge that I've summarised her complaint in far less detail than Miss S has, and in my own words. I'm not going to respond to every single point made. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. The rules that govern the Financial Ombudsman Service allow me to do this as it's an informal dispute resolution service. If there's something I've not mentioned, it isn't because I've overlooked it. I'm satisfied I don't need to comment on every individual point to be able to reach an outcome in line with my statutory remit.

As a starting point, I think it's important to set out that this service can't decide who is responsible for an accident. This is the role of the courts. Our role is to consider whether the

insurer handled the claim in a fair and reasonable manner and in line with the terms and conditions of the policy.

The policy terms and conditions set out the following:

“Defending or settling a claim

We are entitled to:

- *Conduct the investigation, defence and settlement of any claim on **your** behalf*
- *Bring a claim in **your** name against any third party responsible for any loss or damage”*

Whilst Admiral is entitled to deal with the claim on Miss S’s behalf, I’d still expect them to do so in a fair and reasonable way. Insurers are entitled to make a commercial decision about whether it’s reasonable to contest a third-party claim or better to compromise. We’d expect an insurer to reasonably investigate a claim and consider the evidence available before making its decision on liability.

In this case, both parties involved in the accident were insured by Admiral. Both parties were also able to provide dashcam footage to support their positions in disputing liability.

I can see that Admiral reviewed all evidence provided by both parties, including the dashcam footage, when coming to their decision on liability. As a result, I’m not able to say that Admiral has acted unfairly in how they came to their liability decision.

Miss S has raised that she doesn’t think Admiral have considered the HC when coming to their liability outcome. This is based on a phone call with Admiral in January 2025. I’ve listened to the call. Miss S asks the agent which rules have been considered in the liability outcome. The agent initially states she hasn’t considered the HC in coming to her outcome. Miss S follows up by advising “the HC applies in UK rights”. The agent then confirms that it does, and based on what she’d seen, both parties were negligent in the accident occurring. This to me suggests that Admiral had taken the HC into consideration.

As both parties were insured by Admiral, following the initial testimony from Miss S, Admiral were handling her claim under the third party’s policy. Our investigator said that once liability was being disputed, it should have been changed to being dealt with under Miss S’s policy. By not doing so, Miss S was caused trouble and upset and awarded £100 compensation. Whilst I agree that the claim should have been changed to being against Miss S’s policy and not the third party’s, I don’t agree this has caused Miss S any trouble and upset. I say this as Miss S was unaware of how the claim was being dealt with internally. She was aware the claim was being settled 50/50 and was able to dispute this for review. I don’t believe the claim would have been dealt with any differently or the outcome changed had the claim been recorded against her own policy.

I’m very sorry that my decision doesn’t bring Miss S more welcome news. But in all the circumstances I don’t find that Admiral has treated Miss S unfairly, unreasonably, or contrary to the policy terms and conditions in how they’ve settled Miss S’s claim.”

Therefore, I wasn’t minded to direct Admiral to do anything further as I didn’t think they’d done anything wrong.

Responses to my provisional decision

Neither Miss S nor Admiral responded to the provisional decision by the deadline.

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've thought carefully about the provisional decision I reached. Having done so, and as neither party has provided anything which could lead me to depart from my provisional decision, my final decision remains the same as my provisional decision, and for the same reasons.

My final decision

For the reasons I've given above, my final decision is that I don't uphold this complaint. I don't require Admiral Insurance (Gibraltar) Limited to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 19 September 2025.

Anthony Mullins
Ombudsman