

The complaint

Mr G has complained about the way Admiral Insurance (Gibraltar) Limited dealt with a claim he made under his motor insurance policy.

Mr G's mother, Mrs G is a named driver and has at times communicated to Admiral on behalf of Mr G during his complaint. For ease, I have referred to Ms G's communication as Mr G's for the purpose of my decision.

What happened

Mr G bought a motor insurance policy with Admiral. In January 2025 Mr G was involved in an incident with a third party vehicle (TPV). Both Mr G's truck and the TPV was damaged.

Admiral settled the claim as a total loss claim. And it decided Mr G was at fault for the incident.

Mr G complained to Admiral. He was unhappy with the liability decision, with the poor service he said Admiral had provided, and with the valuation it gave for his truck.

In March 2025 Admiral upheld Mr G's complaint in part. It said it hadn't always provided good customer service. It agreed it had told Mr G his truck wasn't repairable, then said it was potentially repairable. As Mr G said he had already purchased a replacement vehicle, Admiral settled his claim as a total loss.

For the poor service it provided, Admiral paid Mr G £300 compensation.

Admiral said it had paid a fair market value for Mr G's truck and it had reached its decision on liability correctly and in line with the policy.

Mr G remained unhappy and asked us to look at his complaint. One of our Investigators recommended Admiral increase the valuation to the highest of the trade guides we checked – and for it to pay interest on the difference.

The Investigator thought Admiral hadn't pursued a witness for a statement – but on balance didn't think it would have changed the outcome. For the distress and inconvenience caused by failing to pursue a witness or the police, she recommended Admiral pay Mr G a further £50 compensation in addition to the £300 already paid.

Admiral accepted the Investigator's findings. Mr G disagrees. In summary he disputes the circumstances of the incident that he says Admiral has relied on. He believes Admiral's failure to obtain witness statements – including one from a police officer – is significant and would have made a difference to its decision on liability. Mr G says the additional £50 compensation recommended does not reflect the impact of Admiral's poor handling of the claim. Mr G believes Admiral should have at least considered a partial liability, so 50% 50% fault for the incident.

Mr G does not feel listened to. He says he made a decision to purchase a replacement vehicle based on what Admiral told him. He would have much rather had his truck repaired

and continued to use it. He says he paid a lot more for a replacement vehicle as he couldn't find a similar one for a similar price.

So as Mr G doesn't agree, the case has been passed to me to decide.

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.

For ease, I've set out Mr G's complaints under headings below.

Admiral's decision to hold Mr G at fault for the incident

We don't decide liability. This is the role of the courts. But we can look at whether an insurer reached its decision in a reasonable way and in line with the policy. This is a subtle but important distinction to make.

Admiral, like most – if not all insurers – has a very common term under the policy. This term says Admiral can take over the defence and settlement of a claim in Mr G's name. This means Admiral might make a decision Mr G doesn't agree with, but the policy allows Admiral to do so. We don't disagree with this term in principle provided an insurer can show it treated a customer fairly when applying it.

Mr G says he is unhappy that Admiral hasn't listened to the information he has provided after the first notification call. He says he was in shock after the incident and believes Admiral should have taken into account more follow up details he provided. He is also unhappy that Admiral didn't follow up with witnesses and with the police who attended after the incident happened. Mr G says one of the officers told him he wasn't at fault for the incident.

I've listened to the first notification call where Mr G explained the circumstances of the incident. This was the day after the incident, which had happened around 5pm the evening before. It was a comprehensive discussion, and the call lasted around 40 minutes.

Admiral asked Mr G if it was ok to ask him questions about the incident and explained how long it would take. Mr G was happy to proceed. Admiral went on to ask a series of questions to obtain Mr G's version of events (VOE).

Mr G said he was behind two vehicles in a lane to turn right across traffic, as traffic lights had begun to change from green to amber (to red). He said where the oncoming traffic was coming from, he believed they should have stopped.

Mr G said one of the two police officers who attended after the incident advised him he had done the right thing to continue as he otherwise would have been stuck in the middle of the road and would have blocked traffic coming from the right (when their lights had turned green.)

Mr G said he thinks the TPV's lights had turned red by the time they collided with Mr G's truck. Mr G said the TP driver had collided with his truck at an angle as his truck was at an angle, but the collision was 'head on.'

Mr G said he noticed that the TPV's windscreen was 'condensed up' and the driver had subsequently opened the windows which made them clear. Mr G thought perhaps visibility was a factor with the TP driver and they had driven across to the wrong side of the road when the collision happened.

Admiral asked Mr G if there were any witnesses. Mr G said he'd taken an email address of a driver who was at the traffic lights waiting to turn green. He said this driver told him he would have dashcam footage. Admiral asked Mr G if - from the position of this driver - would the dashcam likely show the traffic light changes from where Mr G and the TPV were driving. Mr G said he didn't think it would show from their view.

Mr G said that he had emailed the witness, but he hadn't replied. Admiral took the email address from Mr G. It said it would contact the witness. Admiral said if Mr G received dashcam footage from the witness, to forward it to Admiral.

Admiral asked Mr G if he had started to turn. Mr G said yes, he had started to turn and so he didn't know how the TPD had hit him at an angle. Mr G said if the TPD was going straight, Mr G would have probably clipped their corner. But the collision was head on. So Mr G suggested the other driver wasn't on the right side of the road.

Admiral's agent shared an online image of the location Mr G gave for the accident during the call so that they could discuss further.

Admiral explained that based on what Mr G had said, he had a higher duty of care to make sure there were no oncoming vehicles before taking the turn across from his side of the road.

Mr G said that from where he was, it looked like he had enough distance to go. As he had gone past what he described as a 'stop' sign, Mr G said the police officer told him afterwards he would have been safer to carry on proceeding.

Admiral said that if it were the other way around, and Mr G was correctly proceeding straight on his side of the road and another vehicle collided while travelling across their lane, Admiral would say the other driver was most likely at fault. Admiral said it would review if dashcam evidence became available, but it would need to show that the other driver was at fault. Based on Mr G's description of the incident, Admiral said it would record the claim as a fault claim as this would likely be the outcome if the case went to court.

From Mr G's account and Admiral's notes, Mr G subsequently said he was stationary when the collision happened. In his complaint to this service, Mr G wrote;

"As I travelled through the lights in my lane I stopped to see if it was safe for me to turn right onto (road name inserted here), this is when the third party hit me head on, I was stationary and still in the same position as I was in when I stopped, I remained facing south and was NOT situated across the lane of the oncoming vehicle but no matter how many times I've tried to inform Admiral of this fact they will not pay it any consideration at all."

I understand that Mr G believes Admiral has ignored his subsequent accounts. I find that Admiral has given more weight to the first VOE Mr G made – and this isn't unusual or unreasonable. This is because insurers deal with claims all the time – and based on their experience the first account given, closest to when an incident has occurred, is more likely to be reliable and from a starting point of only recently happening.

This isn't the only reason why Admiral reached the decision it did. Images taken by Mr G from the incident show that damage to Mr G's truck was to the front centre, with his truck parked at an angle to the right on the road. The TPV has damage to the front right of their car. This indicates that Mr G was in the process of turning when the incident occurred.

The third party provided a statement to Admiral. They said they were correctly proceeding when Mr G's vehicle turned across their path and they were unable to stop in time to prevent the collision.

From the accounts provided by both parties, along with the images and the road layout, I find this evidence to carry the most weight when Admiral decided how to settle the claim. Although Admiral could have looked to obtain witness statements, I think it is very unlikely to have made a difference to the outcome. I think on balance the witness with the dashcam would have shared this information with Mr G if inclined to do so. But they didn't as far as I am aware. There is no guarantee if the footage was available, it would have shown that Admiral's decision was wrong. From the information Mr G provided, the police officer discussions about fault were based on what Mr G said happened – as the officers attended after the incident occurred. There is no way Admiral could prove poor visibility or speeding by the TPV.

Mr G believes it is unfair for Admiral to rely on online images of the location which were taken during daylight – when the incident occurred in rainy dark conditions. I cannot criticise Admiral for reviewing the location with the information available to it, alongside the description provided by both parties and the images provided. Ultimately, the road conditions applied to both parties when the collision occurred.

In response to the Investigator's view, Mr G said the TPD went through a red light. There is no evidence of this – and this isn't something Mr G said he believed had happened when he provided his VOE the day after the incident. From the images online the location doesn't appear to have a separate set of lights for traffic turning right. This would suggest if the lights were red, they were red for both parties.

For these reasons, I think Admiral has caused some distress and inconvenience by not contacting the witnesses and this is poor service. But I don't find on balance it would have made a difference to the outcome. This is why I find the compensation award of £50 for this failing is proportionate to the impact of the failing.

I find Admiral's decision to settle the claim as a fault claim was reached reasonably and in line with the policy.

Poor service

Mr G says when he called Admiral to log his claim he was transferred between departments. On 22 January 2025 Admiral told Mr G it would settle his claim as a total loss, based on the description of damage Mr G gave in the first notification call. But on 30 January 2025, in a call with Mrs G, Admiral said Mr G's truck was potentially repairable. By this time, Mr G said he had already purchased a replacement vehicle. So Admiral said it would revert to its original decision to settle the claim by paying the market value (as a total loss).

Mr G says he paid a lot more for a replacement vehicle and would have preferred to have had his truck repaired.

When an insurer receives information about the damage to an insured vehicle, it can quickly estimate the costs using online tools to help it when assessing claims. It relies on the age and value of a vehicle, against the estimated costs for repair. An insurer can decide to settle a claim by paying the market value instead of repair if it finds the repair costs are from 60% upwards of the value of a vehicle. Insurers refer to this as being 'uneconomical to repair'.

Admiral explained that when reviewing the images of Mr G's vehicle, an engineer said it was potentially repairable. But this was after Admiral had told Mr G it would settle his claim as a total loss. So I can understand why Mr G made the decision to buy a replacement vehicle.

When things go wrong, we look at what the impact was, and what the insurer did to put things right. We consider if appropriate compensation was paid to reflect the distress and inconvenience caused.

In this case, Mr G says he would have rather Admiral had repaired his truck, but he accepted

what Admiral told him and so had to get a replacement vehicle to carry on working. I can completely understand why Mr G made his decision. And I agree that Admiral's update that it might repair Mr G's truck instead caused distress.

I can't say that Admiral should pay the costs Mr G paid to replace his vehicle. I will address the vehicle valuation complaint separately below. I can consider whether Admiral has paid a fair compensation award for the distress and inconvenience caused by its communication about how it would settle Mr G's claim in repairing or not repairing his truck. Having done so, I think it's award of £300 is in line with awards we give in similar circumstances.

Valuation for Mr G's vehicle

When Admiral decided a market value for Mr G's truck, it relied on two of the main motor trade guides and paid the average of the two.

We find the main motor trade guides are a good starting point. They provide an average valuation based on a vehicle of the same make, model, age, mileage and condition as Mr G's. We think it's fair for an insurer to look at all of the available guides.

If the insurer's valuation isn't close to the highest of the guides, we ask an insurer to provide other evidence to support its valuation. This could be adverts or an engineer's opinion.

An insurer needs to show that the valuation it reached is enough for a customer to be able to buy a similar replacement vehicle.

In this case, Admiral relied on two main motor trade guides. It said it didn't look at adverts or obtain an engineer's opinion.

The Investigator found that of the available trade guides, the highest valuation was above the amount Admiral paid. In the absence of supporting evidence from Admiral, I agree with the Investigator that a fair outcome is for Admiral to pay Mr G the difference in the highest of the guides at £8,713 (minus the excess already deducted). As Mr G has been without the difference in funds – and we think one month from the date of loss is reasonable timeframe to pay a total loss claim – Admiral should pay interest from these dates at our preferred rate as set out below.

Mr G says the compensation award of £300 that Admiral has paid is the equivalent of the excess, so he doesn't feel he has benefitted from receiving a compensation payment. But if Admiral had dealt with Mr G's claim with no errors, Mr G always owed the excess whether he had his truck repaired or settled his claim as a total loss.

My final decision

My final decision is that I uphold this complaint in part. I require Admiral Insurance Company (Gibraltar) Limited to do the following:

- Increase the total loss settlement to £8,713.
- Pay interest on the difference from one month of the date of claim to the date it pays at a rate of 8% simple interest a year.
- Pay Mr G £50 compensation for the distress and inconvenience caused in not following on for a police or witness statement.
- Pay the compensation within 28 days of the date on which we tell it Mr G accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at a simple rate of 8% a year.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 15 October 2025.

Geraldine Newbold
Ombudsman