

The complaint

Mrs O complains Admiral Insurance (Gibraltar) Limited unfairly settled a motor insurance claim as split liability.

Mrs O's been represented for the claim and complaint at points. For simplicity I've referred to the representatives' actions as being Mrs O's own.

What happened

When driving her car Mrs O was involved in a collision with a third party's (TP). The TP claimed against her policy for damage to his car. Admiral went on to agree to a 50/50 split liability settlement.

Mrs O wasn't happy with that outcome. She complained to Admiral, with reference to the Highway Code and circumstances of the collision, that the TP was entirely at fault for the collision. When responding to the complaint Admiral maintained its position on the claim. It concluded, after assessment of CCTV footage of the collision, a split liability outcome to be correct.

Unsatisfied with Admiral's response Mrs O referred her complaint to the Financial Ombudsman Service. She considers it unfairly reached a split liability outcome, when the TP was fully at fault. She said this will unfairly result in a loss of no claims discount and an increase in insurance premiums. To resolve her complaint, she would like the claim to be settled as the TP being fully at fault.

Our Investigator felt Admiral's decision to settle the claim on a split liability basis was reasonable and in line with the policy terms. As Mrs O didn't accept that outcome the complaint was 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.

As this is an informal service I'm not going to respond here to every point or piece of evidence Mrs O and Admiral have provided. Instead, I've focused on those I consider to be key or central to the issue. But I would like to reassure both that everything submitted has been considered.

This service doesn't decide who's at fault for an incident. That's the role of the courts. Instead, we look at whether the insurer acted in line with the policy terms and made a fair and reasonable decision. Mrs O's policy terms allow Admiral to conduct the investigation, defence or settlement of any claim on her behalf. That means it might make a decision, as it has here, that she disagrees with. Whilst the policy terms allow it to do that, I can consider if its decision was reasonable.

The collision happened when the TP car was pulling out from a garage forecourt onto a public road. As it did so Mrs O's car, which had been stationary on the road, moved forward and collided with its side.

Admiral considers both vehicles had a duty of care when undertaking their manoeuvres, so both were ultimately responsible. Having considered Mrs O's references to the Highway Code, her description of the collision and CCTV footage of it, I can't say Admiral's position is unreasonable. The TP car had been moving towards the road, and Mrs O's car, for several seconds before she start to move forward. I consider it likely she would have spotted the TP car and its direction of travel, if she had performed necessary checks before moving off.

For the reason given, I'm satisfied Admiral's investigation and settlement of the claim as split liability was taken in line with the terms of the policy - and was fair and reasonable. So I'm not going to require it do anything differently.

My final decision

For the reasons given above, I don't uphold Mrs O's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs O to accept or reject my decision before 6 October 2025.

Daniel Martin
Ombudsman