

## **The complaint**

Mr C has complained about Admiral Insurance (Gibraltar) Limited's decision to settle a claim under his car insurance policy as a shared 50%50% fault basis.

## **What happened**

In April 2024 Mr C was involved in a collision with a third party vehicle (TPV).

Admiral decided to settle the claim as a shared 50%50 fault basis.

Mr C complained to Admiral about its decision. But in July 2024 Admiral didn't uphold Mr C's complaint.

Mr C asked us to look at his complaint. One of our Investigators thought Admiral had reached its decision reasonably and in line with the policy.

Mr C disagrees and wants an ombudsman to decide. In summary he says Admiral didn't properly investigate the claim before reaching its decision. He says Admiral hasn't addressed all of the issues he complained about.

## **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.

Mr C has raised detailed submissions as to the way Admiral reached its decision on how to settle the claim. And he has corrected some of the dates Admiral says it made contact with him. I will not address each and every point raised, but I can assure Mr C I have taken into account everything he has said and provided. The crux of Mr C's complaint is that he doesn't agree Admiral properly investigated the claim before reaching its decision and he disagrees with it. I have dealt with the salient points of his complaint.

It is not the role of this service to decide liability. That is the role of the courts. Most – if not all motor insurance policies I've seen have a term which allows them to take over the defence and settlement of a claim in a customer's name. Understandably, insurers deal with claims every day and apply their knowledge and experience when deciding how best to settle them. Mr C's policy with Admiral has such a term which it explains in the policy booklet;

*“Defending or settling a claim*

*We are entitled to:*

*Conduct the investigation, defence and settlement of any claim on your behalf”*

This means Admiral can make a decision Mr C may not agree with. We don't disagree with this term in principle, provided an insurer can show it treated a customer fairly when applying it. In some cases it can be relatively straight forward to reach a likely decision very early on.

In this case, Admiral told Mr C it would look to settle the claim on a shared liability basis. Mr C told Admiral he was driving forward. While pulling in to the left to park, he said the TPV reversed from a parked position on the left behind where Mr C intended to park in, causing damage to the side of his car. Mr C says he could not have prevented the collision.

Mr C has made a Subject Access Request (SAR) to Admiral. He says it hasn't provided him with evidence it received from the third party representative. Mr C wanted the opportunity to dispute their version of events. I can see that Mr C contacted the third party representatives for information directly and he has provided us with a copy of the redacted third party questionnaire.

Admiral has provided us with a copy of a letter from the third party representatives giving their version of events. This doesn't match what Mr C says happened and the third party didn't accept fault.

If Mr C is unhappy with the information Admiral provided, he can contact the Information Commissioners Office (ICO).

Mr C said he had dashcam footage which he would provide. Admiral asked Mr C to send this so that it could reconsider liability. But Mr C didn't provide it. Mr C provided a diagram and photos of both vehicles.

There were no independent witnesses. So Admiral looked to settle the claim on a shared liability basis. I understand Mr C says that the third party was stationary at the point when he began to pull in to park. So he says they caused the collision. And he says the damage to his car shows that the point of impact is in the middle, so it shows he had already gone past the TPV before they started to reverse.

But Admiral cannot prove the third party was stationary – any more than the third party representative can prove their driver wasn't at fault. The damage to Mr C's car shows impact damage to the left hand side but this doesn't prove which party caused the impact.

I understand Mr C believes he isn't at fault for the incident. But Admiral needed to consider how strong the evidence was to support the decision it made about liability. An insurer can decide it is better to make a decision on the best terms possible. It is entitled to decide whether it has sufficient evidence to continue to dispute liability, weighing up the risks of significant court costs over the likelihood of success with the evidence available.

Mr C says Admiral made no attempt to inspect or repair his car. However, Mr C told Admiral he didn't want to make a claim to it for damage to his car. He intended to claim directly against the third party insurer. In Admiral's response dated 9 July 2024 it wrote;

*"You mentioned that you were looking to claim on the third party's insurance, but this would only be possible if they admitted liability and offered their services to you which I can see is not the case. If you have changed your mind about this, you would need to speak to our claims department and advise that you would like to make a claim on your own policy for the damage."*

As Mr C provided photos of the damage to his car, I don't find it was necessary for Admiral to arrange a physical inspection. Admiral offered Mr C the option to claim for repairs to his car in July 2024, so I don't think it did anything wrong here.

Mr C complained that he didn't receive a call back following a conversation with an agent on 31 May 2024. In response, Admiral said it called Mr C on 4 June 2024.

Mr C says he didn't speak with Admiral on 4 June 2024. Mr C has provided us with a recording of the key call which shows Admiral called and spoke to the person who answered and asked to speak to Mr C. The person said Mr C wasn't available. They agreed to let Mr C know Admiral had called. So I'm satisfied Admiral called Mr C on 4 June 2024.

Mr C is unhappy that Admiral told him his No Claims Bonus (NCB) would be affected by the claim before properly investigating it.

When a claim is made, unless liability is admitted from the outset, it is industry standard for insurers to record an open claim as a 'fault' claim until it is settled. The term 'fault' or 'non fault' is recognised in the insurance industry as the difference between 'non-recovery' and 'recovery' of claim costs. This means an insurer doesn't necessarily hold the policyholder to blame for an incident, but this is the terminology they use. If a claim is closed as a non-fault claim, insurers should reinstate a customer's NCB and address any overpayment a customer may have made for an open claim in the meantime.

In this case, as Admiral said it would look to settle the claim on a shared fault basis, it correctly explained to Mr C the impact on his NCB. I understand Mr C didn't agree with Admiral, but I find it treated him fairly, in line with industry practice, and as it would any other customer in the same circumstances.

I agree with Mr C that Admiral reached its decision on liability swiftly. But it's important to note that Admiral explained to Mr C that;

*"This offer (to settle on a 50%50% basis) has been made to the other party insurance company, however, should further evidence come to light we can retract the offer....*

*Please be assured you do not need to call us back if the content of the email is clear. If, however you feel we have missed anything, or have further evidence available e.g. Independent witness, undisclosed CCTV or Dash-cam then do not hesitate to contact us on the number above."*

Mr C told Admiral he intended to download dashcam footage to provide. But he didn't do so. As no persuasive evidence to support a change to Admiral's decision was received, I don't think it acted unreasonably in managing Mr C's expectations as to how it intended to settle the claim from the outset.

### **My final decision**

I am sorry to disappoint Mr C. But for the reasons I've given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 5 November 2025.

Geraldine Newbold  
**Ombudsman**