

## **The complaint**

Mr C complains about how Admiral Insurance (Gibraltar) Limited settled liability on his car insurance policy.

## **What happened**

Mr C took out a car insurance policy with Admiral in October 2024. I'm sorry to hear that Mr C was involved in an accident in April 2025. Admiral settled the claim and deemed the third party's vehicle to be a total loss. Mr C complained as he didn't believe he was at fault for the accident and thought the claim costs were too high. Admiral upheld Mr C's complaint. They awarded some compensation for delays but didn't think they'd acted unfairly in how the claim had been settled. Still unhappy, Mr C brought the complaint to this service.

Our investigator didn't uphold the complaint. He didn't think Admiral had unfairly settled the claim. Mr C appealed. He said Admiral had unlawfully withheld evidence, hadn't acted in his best interests, still thought the total loss was unreasonable and that Admiral was going to pay a personal injury claim too. As no agreement could be reached, the complaint has been passed to me to make a final decision.

## **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.

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 they handled Mr C's claim.

At the outset I acknowledge that I've summarised his complaint in far less detail than Mr C 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 need to set out the scope of this complaint. I can only look into events up to the final response letter. At this point Admiral were still considering the third-party's personal injury claim. So, I haven't considered this as part of my decision.

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”*

Whilst Admiral are entitled to deal with the claim on Mr C’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.

There was no CCTV, dashcam footage or impartial witness statements. Based on what I’ve seen, I don’t think Admiral have done anything wrong in how they’ve assessed the claim. I appreciate Mr C has concerns with the claim, but I don’t think any of these concerns means the claim hasn’t been assessed fairly. Admiral have referenced the claim outcome in line with the Highway Code. Mr C also has issues with the third-party’s personal injury claim, however, at the point of the final response letter, this hadn’t been assessed and so isn’t considered within this complaint. Should Admiral have now paid a claim for personal injury, and if Mr C is still unhappy about this, he’ll need to raise this as a new claim. Mr C has said Admiral didn’t act in his best interests as they didn’t check for a fraudulent claim history. The claim notes confirm Admiral did check for previous claims against the third-party’s vehicle. In relation to the personal injury element, as already confirmed, this doesn’t form part of this complaint.

Mr C has confirmed that damage was caused to the third-party’s vehicle. Mr C is unhappy with the claim costs paid by Admiral. He’s also unhappy that he hasn’t been provided with a copy of the engineer’s report.

The third party claimed directly from Admiral. Admiral appointed an independent engineer to complete a report. The report stated that the third-party’s vehicle was a total loss. The report stated that new parts required were as follows:

- Right side fairing complete
- Registration plate
- Exhaust
- Left side – brake lever
- Seat

The report also stated that repairs were needed to the side fairing on the left side. It estimated costs of £902.50 for labour, £697.89 for parts, £227.38 for painting and £125 for specialist materials (all prices excluded VAT). The market value of the third-party’s vehicle was £1,916.33.

Whilst Mr C thought the damage was minimal based on a photo he took at the scene, based on the costs and the market value, I don’t think it was unreasonable for Admiral to deem the vehicle a total loss. I also don’t think it was unreasonable for Admiral to rely on the information provided by the independent engineer as an impartial qualified expert.

Mr C has said Admiral should have provided him with a copy of the engineer’s report. Admiral didn’t as they said it would breach GDPR regulations. Whilst I think Admiral could

have provided Mr C with the above details, I don't think Mr C has been detrimented by Admiral not providing the information. As I've set out above, I don't think Admiral have acted unfairly in coming to their liability outcome. Mr C has confirmed there was damage to the third-party's vehicle, so there would always have been a fault claim on Mr C's record. Whether this was for several hundred or a couple of thousand pounds in claim costs, I don't think it would have impacted Mr C's premiums. Mr C wouldn't need any of the information in the engineers report to dispute liability in court. Should Mr C be successful in getting liability overturned, I'd expect Admiral to amend their claims record. Mr C may want to get legal advice before taking any legal action.

I'm very sorry that my decision doesn't bring Mr C more welcome news. But in all the circumstances I don't find that Admiral has treated Mr C unfairly, unreasonably, or contrary to the policy terms and conditions in how they've handled the claim.

### **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 Mr C to accept or reject my decision before 12 February 2026.

Anthony Mullins  
**Ombudsman**