

The complaint

Mr F has complained about the way Admiral Insurance (Gibraltar) Limited dealt with the claim he made under his motor insurance policy. He's unhappy about the way it settled liability, recorded the claim, and said it will reduce his no claims bonus after he had an accident with a third party.

What happened

Mr F was involved in an accident with another car in October 2024. He was pulling out of a parking space and the other car was driving in their lane when there was a collision between the cars. Mr F held the other driver responsible for what happened.

When Mr F's car was sent for repairs, he says he was told by Admiral that the claim would be recorded as no fault to either party. But in late January, Admiral told him that it would have to accept responsibility for what happened because of what it saw on the dashcam footage – and that it would pay the other party's costs and reduce Mr F's no claims bonus. From the call notes I've seen, Admiral told Mr F that after reviewing the dashcam footage it seems the decision has been made due to Mr F pulling out from a parked position into the correctly proceeding third party. It said Mr F had a higher duty of care and must make sure it is safe to do so before performing the manoeuvre.

Mr F reviewed the dashcam footage and still maintained the other party was in the wrong because they had ample opportunity to see his car and adapt their driving, and his car was stationary which meant he didn't pull out into the third party's path at the time of the collision.

A complaint was raised, and Admiral admitted to causing administrative errors and not keeping Mr F updated – it awarded compensation for this totalling £350. But didn't change its position on liability. Mr F was still unhappy, so he asked our Service to intervene.

Our Investigator considered what happened and suggested that Admiral settled the claim fairly – but suggested Admiral might consider settling on a 30/70 "shared fault" split of liability.

Mr F maintained it's unfair to place the blame on him. He gave examples from the highway code, saying that every driver must leave enough space to stop safely and drive at a speed that will allow them to stop well within the distance they can see to be clear – and that the third party made no attempt to slow in the moments leading up to the collision while Mr F's car was plainly visible.

Mr F was open to splitting liability 50/50 but told the Investigator that he wanted Admiral to return half the excess, decrease the reduction in No Claims Bonus, and reduce any proposed premium increase – and pay further compensation for distress and inconvenience.

The Investigator still thought Admiral acted reasonably. Mr F didn't agree, so the complaint was passed to me to decide.

I issued a provisional decision. Its findings form part of this final decision, so I've copied

them in below. In it, I explained why I didn't intend to uphold the complaint. I also invited any further comments or evidence before I issued a final decision. I said the following:

"I can understand why Mr F is frustrated as he believes the other party is at fault for what happened. It isn't the role of this Service to decide liability – that's a matter for the courts. We do, however, look to see that insurers have acted in a fair and reasonable way. The policy, like most motor insurance policies, says Admiral is entitled to conduct the investigation, defence and settlement of any claim on Mr F's behalf. This allows it to take over the settlement of the claim. Court proceedings can be expensive, so insurers will consider whether it's likely they will recover costs from the other party involved before pursuing them through the courts.

Admiral considered the circumstances surrounding the accident, including Mr F's account of what happened and the dashcam footage the third party submitted. Once Admiral saw the footage, it accepted liability on Mr F's behalf. I appreciate Mr F disagrees with this, especially since he understood Admiral told him no fault would be attributed to either party.

I don't think it was unreasonable for Admiral to let Mr F know that the outcome of the claim was likely to be a 50/50 split of liability based on Mr F's initial testimony. I think Admiral could have been clearer about this to Mr F, but it is entitled to change this stance once it receives evidence that it finds more persuasive – like the footage.

Mr F has said that the footage showed his car was clearly visible to the third party driver and said Admiral's reasoning was vague and didn't mention the highway code, it made no effort to gather further information on what happened, and it failed to explore the possibility of 'shared fault' for the accident.

Admiral has set out that it didn't think it could defend Mr F had a greater duty of care when pulling from a parked position into the lane the third party was driving in. Admiral considered Mr F's comments that that the third party wasn't following the highway code. But it said it hadn't changed its mind as the liability review findings were based on previous experiences and what would happen if the claim went to court – and said it wouldn't win because Mr F was pulling out of a parking space, and it can't consider speeding as it would be unable to prove this from the evidence available. Ultimately, I'm persuaded Admiral's reasoning as to why, on the balance of probabilities, it wouldn't recover costs from the third party in court is a fair one and one it's entitled to take.

Mr F has said that he would potentially accept a fair split of liability with the third party. But, for the reasons I've set out, I don't think Admiral acted unfairly in conceding liability.

The policy says that if a claim is made against Mr F's policy, his No Claims Bonus will be reduced when the period of insurance ends. And it shows a table of how the No Claims Bonus would be affected. So, it follows that because I don't think it was unreasonable for Admiral to mark Mr F's claim 'no claims allowed', I also don't think it's unreasonable for them to say it will reduce his No Claims Bonus in line with the policy.

I don't think Admiral has given Mr F the clearest claims journey. Admiral referred him to a law firm then later said he didn't need to, have admitted it didn't respond to him at times, caused administrative errors, and didn't take all of his concerns about what happened into account when initially coming to a decision on liability. I don't think its actions will have changed the outcome of the claim itself, but it will have been

frustrating for Mr F to not get the answers he wanted and to be told unclear and confusing information – and I agree compensation is warranted. However, I can see it has apologised and paid compensation for what happened – and the £350 total that Admiral has paid is in line with what I would have awarded myself, so I won't be directing them to pay any more than this.

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

I note that Admiral has also answered Mr F's complaints about paying for genuine parts on his vehicle. This point wasn't raised to our Service, so I haven't considered it, and I won't be commenting on it here."

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 haven't been provided with anything from Mr F or Admiral in response to my provisional decision to persuade me to depart from what I've said. So, for the reasons set in my provisional decision, I'm not going to direct Admiral to take any action.

My final decision

For the reasons I set out above, I don't uphold this complaint,

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 26 November 2025.

Andrew Wakatsuki-Robinson
Ombudsman