

The complaint

Mrs B complained about the way Admiral Insurance (Gibraltar) Limited handled a claim she made on her motor insurance policy.

What happened

Mrs B was involved in an accident in March 2024 at a junction where she collided with a car coming from her right. She made a claim on her policy with Admiral who accepted the claim. Admiral accepted liability for the accident, agreeing to pay the third-party's costs. But Mrs B disagreed she was responsible and complained. Admiral looked into what happened but didn't uphold the complaint. They explained they couldn't successfully defend the claim, so maintained it was reasonable to accept liability in the circumstances.

Mrs B referred her complaint to this Service and an Investigator looked into what happened. The Investigator thought it was fair for Admiral to accept liability but that they did unnecessarily delay the claim – and she thought Admiral should pay £150 compensation. Admiral agreed with the Investigator's findings. Mrs B disagreed, insisting she wasn't at fault for the accident. The complaint couldn't be resolved, so it 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.

As ours is an informal service, I'm not going to respond to every point or piece of evidence Mrs B and Admiral sent us. Instead, I've focused on what I consider to be key or central to the complaint. But I'd like to reassure both that I have considered everything submitted.

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 can conduct the investigation, defence and settlement of any claim on Mrs B's behalf. This means they can make a claim decision she disagrees with but must act reasonably when doing so. The policy also allows Admiral to bring a claim in Mrs B's name against any third-party responsible for any loss or damage. It's their choice to do so, but court proceedings can be expensive, so insurers will usually consider whether it's likely they will recover costs from the other party involved before pursuing them through the courts.

Admiral said they reviewed video footage and the testimonies from Mrs B and the third party. They said the video evidence shows she drove through an amber light before reaching the stop line. They pointed to the highway code, which says an amber light means she must stop unless it's unsafe to do so – and said since she hadn't reached the stop line, she was required to stop. They said by proceeding through the amber light, Mrs B held a higher duty of care to ensure no other vehicles were approaching or manoeuvring near her. They said when the collision occurred her own statement confirmed she didn't look to her right as she wasn't expecting another vehicle.

I've reviewed the evidence Admiral relied on to determine liability including Mrs B's testimony, the videos she provided, and submissions from an independent investigator firm. The video evidence shows she drove through an amber light. And Mrs B's testimony said she was distracted by a dangerous driver who turned left, so didn't look to her right when driving through the junction. The independent investigator firm interviewed Mrs B. They asked questions about the dangerous driver, including if she'd felt intimidated, why did she follow them instead of slow down or stop – and she couldn't answer. They concluded she may not react well to cross examination in court and wouldn't make a good witness based on her answers.

Mrs B thinks Admiral's decision is unfair and insists the third-party is at fault for what happened. She said if her light was amber, the third-party's light wouldn't have been green. I appreciate the video evidence from the time of the accident doesn't show what colour light the third-party drove through, but I can understand Admiral's concern over Mrs B being distracted by the abusive driver while driving through an amber light and not looking to her right. And I'm satisfied it's reasonable of Admiral to conclude the evidence they reviewed wouldn't have helped Mrs B succeed in court even if they took into account the timing of the lights and the third-party's lack of evidence.

Ultimately, I'm persuaded by Admiral's reasoning as to why, on the balance of probabilities, they wouldn't recover costs from the third party in court is a fair one and one they're entitled to take. So, I think it's reasonable for them to have conceded on liability to the third party – and I won't be directing them to change the outcome of the claim.

I can't see Admiral progressed Mrs B's claim promptly between June 2024 and March 2025, and I haven't seen a valid reason for the delay. I don't think any delay will have likely affected the outcome of the claim, but I think this will have caused Mrs B some frustration since Admiral didn't update her and she had to chase them. I think the £150 compensation the Investigator recommended is an appropriate amount to put things right in the circumstances.

My final decision

I partially uphold this complaint and direct Admiral Insurance (Gibraltar) Limited to pay Mrs B £150.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 5 March 2026.

Andrew Wakatsuki-Robinson
Ombudsman