

## **The complaint**

Mr M complains about how Admiral Insurance (Gibraltar) Limited (“Admiral”) handled a claim he made on his motor insurance policy after he was involved in an accident.

## **What happened**

Mr M had comprehensive motor insurance with Admiral.

Unfortunately he was involved in an accident in September 2022. Mr M was driving along the road in the offside lane. He says the road forks with the nearside lane marked for traffic to turn left, and the offside lane is marked for traffic to go either left or right. Mr M's intention was to turn left. The third party was in the nearside lane and at the fork they changed lanes to the offside; since they wanted to turn right. In doing so the third party collided with the front of Mr M's vehicle causing damage to the headlight and body work.

Mr M says the communication from Admiral regarding the claims process was poor. Admiral failed to inform him it was instructing a third-party agent to negotiate liability with the third party. And so Mr M's legal representatives were unable to advise him regarding the process or provide all the necessary evidence to support his claim.

Mr M says had he been aware liability was in dispute he would have been able to have some input into the evidence being put forward. He says the decision to agree 50/50 split liability was made due to the absence of witnesses or dashcam footage, but the circumstances of the claim weren't considered.

Mr M wants Admiral to appeal the decision on the claim and reinstate 15 years of no claims bonus. He also wants compensation for the failure in service and the months of anxiety and worry the handling of the claim caused. Mr M wasn't happy with the service so he complained.

Admiral said it didn't disbelieve Mr M's version of events but there was no evidence to support it. And given there was no definitive account of the accident other than both parties accounts it can only make its decision on the information it has. Admiral said both parties refused to accept liability so it agreed to share equal split. Admiral said under the terms of the policy it is able to conduct the defence or settlement of any claim on the insured's behalf. So Mr M's complaint wasn't upheld.

Mr M remained dissatisfied so he referred his complaint to this service. One of our investigator's looked into things for him. She said Admiral carried out a fair investigation and acted fairly and reasonably in the circumstances. And so Mr M's complaint wasn't upheld.

Mr M disagreed. He said the third party's statement is an admission of liability given the rules for the road. Because Mr M didn't agree the complaint has come 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.

It's clear how strongly Mr M feels about his complaint. I want to assure him that I've carried out an independent review and considered everything both parties have submitted. We provide an informal complaints handling service as a free alternative to the courts, and this is reflected in the way I've approached this complaint. It's part of my role to identify and concentrate on the core issues I need to address in order to reach a fair outcome – this means I might not mention everything Mr M has said. But I will comment on anything that makes a difference to the outcome of the complaint.

I know Mr M has said he feels Admiral didn't protect his position or communicate with him effectively.

### **Poor communication**

Mr M says Admiral didn't communicate with him as he would have expected. In particular, that Admiral didn't tell his legal representatives that the claim was going to be referred to arbitrators due to the issue settling liability.

I have reviewed the documents and can see Admiral kept Mr M updated at all material stages of the claim.

I know Mr M expected Admiral to also keep his legal representatives updated on the claim but as explained by our investigator, it isn't required to do so. I'm sorry Mr M was unhappy with how Admiral communicated with him but I can't say Admiral did anything wrong here.

### **Liability**

I can see this incident and its consequences have had a significant impact on Mr M. I've no doubt he's done all he can to try and prove his claim and acted in good faith when reporting the matter to his insurer. I can understand why he thought his testimony would be enough to prove the third-party was at fault. And when liability was conceded by Admiral I think this would have both shocked and upset her.

In the terms and conditions of the insurance policy Admiral is able to, "*conduct the investigations, defence and settlement of any claim on your behalf.*" And that is what it's done here. Because of this Admiral doesn't need Mr M's agreement or approval to accept liability. But I would expect Admiral to base any decision on things such as the testimony provided by Mr M and the third-party, evidence provided to support or challenge the version of events, legal precedent, legislation, and the Highway Code.

Mr M maintains the third-party drove into his car, and the third party's evidence is that Mr M collided with the rear of her car. There are no independent witnesses, there is no CCTV, and the police didn't attend the scene. And so there is no independent evidence that corroborates Mr M's version of events.

Admiral took the view that in the absence of detailed independent evidence to prove the third-party was liable for the accident, it wouldn't be able to pursue the claim any further and would have to settle on 50/50 liability. I don't think Admiral acted unreasonably here since it relied on the evidence before it to come to that conclusion.

I've considered the information provided to me and I empathise with the position Mr M finds himself in. I know my answer will be disappointing for him but overall I think Admiral has acted in line with the policy terms and conditions and handled the claim in a fair and reasonable manner.

**My final decision**

For the reasons explained above I'm not upholding the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 12 February 2024.

Kiran Clair  
**Ombudsman**