

The complaint

Mrs L complains about the way Admiral Insurance (Gibraltar) Limited handled a claim under her motor insurance policy

What happened

The circumstances of this complaint are well known to both parties, so I've summarised events.

- In March 2022, Mrs L made a claim on her motor policy following an incident with another vehicle.
- It seems Admiral had some difficulty identifying the third party's insurer, and so, Mrs L contacted the Motor Insurance Bureau (MIB) to see if she could further things.
- Having identified the third party's insurer, Admiral informed Mrs L that it was settling the claim on a 50/50 liability basis.
- Unhappy with its decision, Mrs L complained. In summary, she said: Admiral hadn't sufficiently investigated the identity of the third party, and she has concerns about fraud; the third party's reluctance to exchange insurance details at the scene was indicative of them being at fault; she'd had to spend time investigating matters herself – involving the MIB and police; Admiral hadn't shared the third-party's evidence with her.
- In its final response, Admiral accepted its service had fallen short because it hadn't kept Mrs L updated, and it didn't let her know in September 2022 that it had identified the third party's insurer. So, it paid £200 compensation to recognise this.
- But it was satisfied its decision to settle the claim on a split liability basis was fair because it didn't think it would be able to prove the third party was solely responsible for the incident if the case went to court.
- Mrs L remained unhappy and so, brought a complaint to this Service. An Investigator considered it but didn't uphold it. Because Mrs L disagreed, the complaint has been passed to me for an Ombudsman's 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.

How Admiral has settled the claim

- It's not this Service's role to determine liability in motor insurance cases. Rather, it's to consider whether the insurer has acted fairly and reasonably when reaching its decision on liability. Here, Admiral has settled the claim on a 50/50 split liability basis,

but Mrs L thinks that's unfair as she said the third party caused the incident.

- Admiral has explained that Mrs L says the third party was at fault, and the third party said Mrs L was. It has explained to Mrs L that because there's no evidence to support her version of events, it doesn't consider there to be reasonable prospects of the claim succeeding if it went to court.
- As there isn't for example, CCTV or witness statements to support Mrs L's version of events, I don't consider Admiral's conclusion to be unreasonable. I understand Mrs L has concerns about the third party's identity, but I've not seen anything to persuade me Admiral hadn't taken reasonable steps to satisfy itself it had the correct insurer before determining liability.
- Mrs L has said Admiral didn't share evidence from the third party with her, but it's confirmed the third party didn't supply it with any – aside from their version of events. So, I don't agree Admiral has treated her unfairly in respect of this.

Excess

- Mrs L says Admiral should refund her the excess she paid when making the claim because, according to her, she wasn't at fault.
- I've looked the policy document which says "*Excess – The amount you must pay towards any claim.*" So, I'm satisfied the policy makes it clear an excess is payable for *any* claim. Whilst Mrs L might consider herself to not be at fault for the incident, she still must pay the policy excess because she's made a claim on the policy - and importantly, the excess isn't linked to who's at fault.
- If the third party's insurer had accepted liability, Mrs L may have been able to reclaim the excess from it – but that's not the case here as the third party hasn't accepted responsibility for the incident.

Compensation

- Admiral accepts its communication with Mrs L could have been better. And from what I've seen, I agree. Because it didn't inform Mrs L at the earliest opportunity that it had identified the third party's insurer, she unnecessarily spent time contacting the MIB to try and ascertain if the third party was insured. Admiral has paid £200 compensation to acknowledge this, and I consider this amount reasonably reflects the difficulties Mrs L experienced. So, I won't be directing it to pay more.

My final decision

My final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs L to accept or reject my decision before 26 October 2023.

Nicola Beakhust
Ombudsman