

The complaint

A business, which I'll refer to as H, complains about how Admiral Insurance (Gibraltar) Limited has dealt with a claim it made on a commercial motor insurance policy.

Mr N, the owner of H, brings the complaint on its behalf.

What happened

The details of the complaint are well known to both parties, so I won't repeat them here. Instead, I'll focus on providing my reasons for my 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.

Having done so, I agree with the conclusion reached by the investigator that the case should not be upheld. I do so for the following reasons:

- It is not the role of this service to decide who is at fault for an incident. We will however look at the information that was available to the insurer and check to see if they have dealt with the claim in a fair and reasonable way.
- In the initial call with Admiral, it notes record Mr N as saying he was reversing and there may have been slight contact with a motorbike. This is important as it means an incident did take place. Later in the claims process Mr N says he believes the third party turned their wheel into his vehicle, meaning that he was not responsible for the incident.
- The policy H has, contains a term which allows Admiral to take over a claim and deal with it as it sees fit. This is common across insurance policies. While we'd usually like to see an insurer discuss its claims decision with a policyholder, this won't always be possible or appropriate, and importantly doesn't need to have a policyholder's authority to settle a claim.
- Insurers will make a claims decision, based on their experience of previous claims and ultimately whether they believe, more likely than not they would be able to successfully defend any action if the matter went to court. Or occasionally, they may settle a claim for commercial reasons as the cost of taking matters to court would outweigh the costs associated with the claim.
- Given the initial description of the circumstances Mr N gave, the claim Admiral received from the third party as well as the evidence of the damage reported by the third party and injuries sustained, I think Admiral acted reasonably in settling the claim.
- I realise Mr N has very strong views about what happened, he thinks the losses

claimed by the third party are fraudulent, and the damage to the bike, from it falling over, happened after the rider dismounted. I can see from the notes, Admiral considered this, as I would have expected it to, however it concluded the claim, more likely than not, was genuine. I don't think this was an unfair or unreasonable conclusion.

- Having reviewed everything, I think Admiral has acted fairly and reasonably here, and in line with the policy terms and conditions.

For the reasons above, I do not uphold this complaint.

My final decision

My final decision is that I do not uphold H's complaint against Admiral Insurance (Gibraltar) Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask H to accept or reject my decision before 16 November 2023.

Alison Gore
Ombudsman