

## **The complaint**

Mr T complains about the way Admiral Insurance (Gibraltar) decided and handled a claim under his motor insurance policy.

Any reference to Admiral includes the actions of its agents.

## **What happened**

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

- Mr T has a motor insurance policy which is underwritten by Admiral. In January 2023, he made a claim on his policy when he was involved in a motor incident with a third party.
- Admiral accepted the claim and initially concluded Mr T was at fault for the incident. It said he'd been reversing into a bay – against the flow of traffic – when the third-party approached from the oncoming traffic and attempted to park in the bay. It said Mr T's manoeuvre, contravened the Highway Code.
- Admiral added that as it was a low-speed collision and Mr T had said he'd not seen the third party until the collision occurred – he should have spotted the third-party if he'd carried out the necessary checks to his blind spots before manoeuvring. So, it was satisfied Mr T was at fault.
- Mr T disagreed with Admiral's decision and so, brought a complaint to this Service. Whilst the complaint was with this Service, Admiral confirmed the claim had been closed because it had not received a claim from the third-party's insurer and due to the length of time the claim was open with no costs being provided by the third-party insurer. But it said the claim will be revisited if it receives any costs from the third-party insurer.
- An Investigator considered it and said she was satisfied Admiral's decision to hold Mr T responsible had been reached fairly.
- Mr T remained unhappy saying the third-party had provided misleading information – having admitted fault at the outset before changing their position; Admiral hadn't carried out a meticulous review; and its interpretation of events was incorrect and contradicted the physical evidence. And so, 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.

Having done so, I agree with the outcome our investigator reached – I'll explain why. But

before I address Mr T's concerns, I need to explain that our role is not to determine which party is at fault, but instead consider whether the insurer, in carrying out its duties to decide liability, has acted fairly and in line with the policy terms.

Mr T's main concern in respect of this claim is that he considers the third-party driver to be responsible for the incident. He's also unhappy with how Admiral investigated the claim as he doesn't think it has considered the evidence fairly.

When determining liability, Admiral has explained this is based on whether it considers the claim would be successful if it proceeded to Court – which is reasonable. The policy also says Admiral can decide how it handles and settle claims – which is also reasonable provided it does so fairly and reasonably. And so, whilst Mr T might disagree with the outcome, ultimately, he doesn't have the autonomy to decide how the claim is settled. But I have kept in mind that Admiral has a duty to resolve claims promptly and fairly.

It's not in dispute Mr T was reversing into a parking bay at the side of the road when the collision occurred with the third-party driver - who approached the same bay from the oncoming traffic. It seems there was some disagreement between Mr T and Admiral as to whether the bay was clear at the time Mr T reversed into it. But as Admiral has said in its final response *"the third-party vehicle would be moving slowly past you and turned to park slowly behind you"*, and *"the third-party damage begins on the nearside front door this shows that their vehicle is established going past the rear end of their vehicle prior to you reversing"*. From this, it seems to have accepted the third party wasn't parked stationary in the bay at the time of the incident. So, I don't need to consider this point further.

I appreciate Mr T says he checked his surroundings before conducting the manoeuvre, but I have to balance this with the fact he was reversing against the flow of traffic – which as Admiral highlighted is in contravention with the Highway code. Admiral has also said that as the collision was at low speed - which both parties agreed it was - there would have been time for Mr T to notice the third party approaching had he carried out the necessary checks. And Admiral has said the cars colliding is indicative of him not having completed these checks – which I think is a reasonable conclusion. It's also said the occurrence of damage to the third party's vehicle shows they had right of way and would not have been aware that Mr T had started to move his vehicle as they were beginning to park. So, I'm satisfied Admiral has reasonably considered the available evidence and I don't consider its decision to find Mr T at fault to be unreasonable.

Whilst I agree it could have obtained CCTV, I'm not persuaded this would have changed how liability was determined when I consider the sequence of events and the rules of the Highway Code persuasively show Mr T was most likely at fault.

Mr T has raised concerns about the third party's account being misleading – saying they originally admitted fault and then subsequently, changed their mind. He's also said the third-party is no longer engaging with him which is also indicative of dishonesty on their part. But this is only Mr T's opinion – given the third party is entitled to dispute liability and there's evidence from them saying they weren't admitting fault at the scene, the concerns Mr T has about the third party's integrity don't persuade me Admiral has unfairly held him responsible for the incident.

Admiral has said the third party has not sought to make a claim, but if it does it would consider Mr T at fault for the incident for the above reasons. Based on what I've seen I'm satisfied this is fair.

*Compensation*

Admiral has paid £50 compensation to recognise its service fell short in respect of not providing call backs. Understandably this would have been frustrating for Mr T. But I haven't seen anything else to persuade me Admiral needs to increase the amount of compensation its paid and so, I'm satisfied £50 is fair and reasonable in the circumstances.

### **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 Mr T to accept or reject my decision before 16 January 2024.

Nicola Beakhust  
**Ombudsman**