

## **The complaint**

Miss M is unhappy with the way Admiral Insurance (Gibraltar) Limited handled a claim on her motor insurance policy.

## **What happened**

Miss M was involved in a car accident as she collided with an oncoming vehicle after turning right at a junction. When she reported the incident to Admiral, she said it was the other driver's fault, as her path was clear before starting the manoeuvre, and the other driver was speeding and not focusing on the road. She also explained that her car door was damaged, but she didn't want Admiral to arrange the repairs until after liability was accepted.

Miss M then provided Admiral with a video and explained it was taken using a mobile phone following the incident. In the video, the camera is focused on the floor, but two people can be heard discussing an incident. As part of the conversation, one person says they don't know what happened, but they would accept responsibility. So, Miss M said this video should be treated as a strong admission of fault. Admiral was also able to obtain a witness statement from an individual that had seen the collision and said they thought the third party driver was speeding.

In the first instance, Admiral asked the third party driver's insurer to accept liability for the incident and provided them with all the supporting evidence. In response, they said liability was disputed, more evidence would need to be provided to support the claim of speeding such as CCTV, and it was ultimately Miss M's responsibility to make sure her manoeuvre was safe, and the path was clear, before she pulled out onto the major road.

After reviewing the third party insurer's response, Admiral informed Miss M they intended on accepting liability as they didn't think the claim would be successful should it progress to court. In reaching this decision, they highlighted the comments they received about the lack of CCTV footage and said they didn't think Miss M's video would be considered persuasive evidence.

Miss M didn't think this was fair and decided not to have her car repaired due to the liability decision. When Admiral considered Miss M's complaint they said their position remained the same, but they paid her £25 compensation to reflect a delay in providing her with their final response.

Miss M remained unhappy, so she referred her complaint to this service. An investigator then reviewed Admiral's actions and said he didn't uphold the complaint. He explained it wasn't his place to decide liability, but he thought the claim had been considered fairly.

Miss M didn't accept the investigator's opinion, as she said her evidence was strong, and it was unfair she was being held responsible for the collision.

So, I've considered the complaint afresh.

## **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 isn't my place to decide who is actually liable for the incident at the heart of this complaint, that would be a matter for a court of law. What I'm deciding is whether Admiral have applied the terms and conditions of the policy reasonably and whether they have dealt with the claim fairly.

The starting point is the agreement between Admiral and Miss M - the policy terms and conditions. Under the terms of the policy, Admiral can independently decide whether to defend a claim or settle it. This might mean Admiral makes a decision that Miss M disagrees with, as has happened here. I don't find this unusual or surprising as most motor insurance policies allow insurers to consider claims in this way. That said, we expect an insurer to reasonably investigate a claim and consider all the available evidence before making their decision on liability.

I'm satisfied Admiral investigated Miss M's claim fairly as they reviewed her video evidence and obtained a witness statement from an independent third party. There was no CCTV or dashcam footage available, but they did take Miss M's version of events into consideration and considered the junction that was involved. I can also see that Admiral tried to resolve the claim informally in the first instance, by asking the third party insurer to accept liability based on all the supporting evidence they shared with them.

Once Admiral received the third party insurer's reply, I think it was reasonable for them to reconsider their position, as it was clear the claim would be defended. As such, they needed to consider if the claim had reasonable prospects of success and if the costs involved in progressing the matter to court made it worthwhile. I can see that as part of their decision explanation, Admiral highlighted the fact Miss M was responsible for making sure her path was clear before she turned at the junction. They also explained that there was no CCTV or dashcam footage which showed the other car was speeding, and they felt the independent witness statement wouldn't be strong enough evidence on its own. I think this was a reasonable conclusion and note that it reflects the arguments the third party insurer made in response to the claim.

I'm also satisfied Admiral raised reasonable concerns about the alleged admission of fault video, as it's not possible to identify the driver or the car's registration from the footage, and it's also unclear if the people speaking in the video gave their permission to be filmed. So, everything considered, I think Admiral acted reasonably by accepting liability, as it's clear this was based on their review of all the evidence, circumstances, and prospects of success.

I've lastly considered the £25 compensation Admiral gave Miss M due to the delay in sending her a final response. I appreciate the frustration this issue may have caused her, and I'm glad Admiral have already recognised this. Having carefully considered the impact and timescales involved in this specific issue, I think Admiral have already done enough to try and put this right, so I see no grounds for directing them to do anything 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 Miss M to accept or reject my decision before 23 October 2024.

Claire Greene  
**Ombudsman**