

The complaint

Mr H complains that Admiral Insurance (Gibraltar) Limited (“Admiral”) rejected his claim for the theft of his car under his motor insurance policy. When I mention Admiral I also means its suppliers and experts.

What happened

Mr H had a motor insurance policy with Admiral.

His car was stolen November 2023. He contacted Admiral and made a claim. He told Admiral he’d had two keys for the car, but had lost one of them some time before. He sent Admiral the key he said he’d used to drive, and subsequently lock-up, the car shortly before it was stolen.

Admiral examined the key he sent it. Its expert said it hadn’t been used in the previous two years. It rejected Mr H’s claim.

Mr H complained and Admiral said it still rejected his claim. It cancelled his policy.

As he remained unhappy, Mr H brought his complaint to this service. He’s talked about the impact on his mental health and asks that Admiral pays his claim. He is also unhappy about the lack of updates from Admiral as he had to repeatedly chase it up, and didn’t get calls he says he was promised.

Our investigator looked into it and said he didn’t think it would be upheld. He said he thought Admiral acted fairly in its rejection of Mr H’s claim.

Mr H didn’t agree with the view. Because he didn’t agree, his complaint has been passed to me to make a final 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’m not upholding Mr H’s complaint and I’ll explain why as I do appreciate this will be a disappointment to him.

I can see from the file of evidence that Mr H confirmed to Admiral that he only had one key for his car at the time it was stolen, having lost another key he described as his spare about a year beforehand.

He confirmed he used his only key normally with the car including when he’d last used the car a few days before it was taken. He sent this only key to Admiral normally with the car,

Admiral’s key expert wrote a report about when the key had been used. The expert said the key was likely the spare key for the car due to the wear and type of use it showed. The expert read the data on the key and said it confirmed the key hadn’t been used in the car for

the previous two years.

Admiral also confirmed this using its own tools.

Because of the data Admiral had, it arranged for Mr H to be interviewed. Mr H reiterated his version of events. He said the car had some faults and that could be the reason why the key wasn't reporting the right data.

Admiral continued to reject Mr H's claim. It referred to this part of the policy wording:

"General Condition 9: Fraud and Misrepresentation

You must always answer our questions honestly and provide true and accurate information. If you, any other insured person, or anyone acting on your behalf, provides:

- false, incomplete, exaggerated or misleading information, or*
- false, altered, forged or stolen documents, we will do one or more of the following things:*
- cancel your policy immediately*
- refuse to pay any claim or only pay part of a claim*
- keep the premium you have paid*
- recover any costs from you or any other insured person"*

It also said that it thought it was likely that Mr H's car had been taken using the other key, which meant another part of its policy conditions came into consideration relating to keeping the car safe and secure. That condition also allows Admiral to reject Mr H's claim.

I've thought about Admiral's processes and its approach to Mr H's claim. It's investigated it and used experts to provide information where it as needed. I can see from the file that the investigation needed to look at various aspects of the claim, and took some time to complete. I can see these delays caused Mr H considerable distress, but I'm afraid that Admiral has processes it had to follow to make sure it's investigated a claim sufficiently and provide evidence if it wishes to reject it.

So, although I think the process wasn't as swift as Mr H would have liked, I think Admiral reasonably needed the time to investigate his claim.

Mr H has said he thinks the age of the key, being about ten years old, means that its data would be inaccurate or invalid. He also said he thought there'd been problems with the ignition system on his car meaning that the key wouldn't have been updated.

I asked Mr H to provide further evidence about this from his own choice of key expert. He replied and provided a statement from a main dealer saying that the most accurate record of mileage was held by the car's systems, rather than in the key. He also asked another supplier who specialises in keys to comment, and it said that the likely cause of a mis-match between the key and car mileage was a faulty transponder chip in the key, or a faulty ignition.

But it's important I say that both replies speculate on reasons why the mileages might not be

the same. Neither of them seem to examine the actual key or provide evidence about what went on.

Admiral was asked to comment on this. It replied that the data held on the key was in line with the MOT history mileages, so it thought it was fair to say that the key was working correctly when it was last used.

It also said the type of expert used by it would likely have commented on the key's unreliability if, in their role as a key expert, they'd found this happened. And in the report there's no mention of it, so I don't think it's a factor in this case.

What the key expert did do was look at the wear on the key, and that was a determining factor in the expert's decision that the key provided to Admiral was used as a spare, rather than it being the main key as claimed by Mr H.

This service's approach is to give due weight to expert reports such as these, and I can't see evidence contradicting the report's findings.

It follows that I'm persuaded Admiral has reasonably shown Mr H didn't provide it with the correct information about the keys.

So, I think Admiral has acted fairly and reasonably in how its declined Mr H's claim and cancelled his policy, and I'm not upholding Mr H's complaint.

My final decision

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 4 November 2024.

Richard Sowden
Ombudsman