

The complaint

Miss B is unhappy Admiral insurance (Gibraltar) Limited (Admiral) have declined the claim she made under her motor insurance policy.

What happened

In November 2023 Miss B's car was stolen and so she raised a claim with Admiral. Miss B's vehicle was recovered at the end of November 2023. The vehicle was recovered with a key. Miss B raised a complaint with Admiral about the way her claim had been handled. In January 2024 Admiral issued a final response awarding £100 compensation due to the way it handled Miss B's claim. This complaint relates to the events which occurred after this.

In March 2024 Admiral declined Miss B's claim. It said an engineer had inspected Miss B's vehicle and said there was no signs of forced entry. It said it had sent the key Miss B had for her vehicle, and the one found with the vehicle to a locksmith. It said the locksmith report had confirmed both keys were genuine keys and both showed signs of regular use. Admiral said the Electronic Computer Unit (ECU) showed two keys were programmed to the vehicle. It said it believed Miss B was provided two keys upon purchase of the vehicle and thieves had used one of these keys to steal her vehicle. It said as Miss B had told it she only had one key, there had been a deliberate attempt to mislead it over the circumstances of the claim and so it would be repudiating Miss B's claim.

Miss B didn't think this was reasonable and so raised a complaint. She was also unhappy with the length of time it took Admiral to reach this decision. On 27 April 2024 Admiral issued a final response. It said Miss B hadn't been honest about the keys she had for her vehicle and so it was reasonable to decline her claim. It said it hadn't caused any delays in the investigation and was satisfied the claim handler had kept Miss B updated. Miss B didn't agree and so referred her complaint to this Service.

Our investigator considered the complaint but didn't uphold it. She said she thought Admiral were reasonable to rely on the expert reports it had gathered to conclude the vehicle was stolen using a key and the incident didn't happen in the manner Miss B had reported. She said she thought Admiral had fairly applied the terms of Miss B's policy when declining her claim.

Miss B didn't accept our investigator's view. She said she was completely unaware there was a second key to her vehicle as this had been lost by the previous owner. She said she didn't trust the reports Admiral had gathered about how the vehicle had been taken and wanted independent reports taken into consideration.

As Miss B didn't agree with our investigator, the complaint has been passed to me to decide.

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.

I want to acknowledge I've summarised Miss B's complaint in less detail than she's presented it. I've not commented on every point she has raised, instead I have focussed on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Miss B and Admiral I've read and considered everything that's been provided.

I also want to make clear what I've considered as part of this decision. Miss B was issued a previous final response on 17 January 2024. This decision will focus on the events which occurred between Admiral's final response of 17 January 2024 to its final response of 27 April 2024. I'll address the key points separately.

Claim decline

The role of this Service isn't to identify who is responsible for the theft of Miss B's vehicle, nor determine how the theft took place. The role of this Service is to consider whether Admiral have acted fairly and reasonably when it decided to decline Miss B's claim.

Miss B's policy entitles Admiral to decline a claim where it is satisfied there has been a breach of general conditions 3 and 9.

General condition 3 states:

'3. Care of your vehicle

You and any other insured person must:

- *Protect your vehicle from loss or damage*
- ...
- *Remove and secure any device that allows access to **your vehicle**; if it is left unoccupied*

*Failure to comply with the above could affect the amount **you** are able to claim, result in the claim being refused and/or **your** policy being cancelled.*

If an accident happens, which is directly or indirectly caused or contributed to by any of the following:

- ...
- ***Your vehicle*** being left unlocked or unsecured.

*No cover under the policy will be given and instead **our** responsibility will be restricted to meeting the obligations required by **Road Traffic Law**.*

General Condition 9 states:

'Fraud and Misrepresentation

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

- *Provides **us** with false, exaggerated or misrepresented information, or*

- *Submits false, altered, forged or stolen documents,*

We will do one or more of the following things

- *Change **your** policy to show the correct information, and change the premium accordingly*
- *Cancel **your** policy immediately*
- *Declare **your** policy void*
- *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*
- *Cancel or void any other EUI policies **you** are connected with'*

Admiral have said the evidence supports Miss B's vehicle having been stolen with a key, and given Miss B told it she only had one key, Miss B had breached general condition 9, so it was entitled to decline Miss B's claim and cancel her policy.

I can see from the claim notes Miss B told Admiral she had one key which she sent to Admiral and she has said she was only given one key when she purchased her vehicle.

Miss B's vehicle was found with a key, separate to the key she said she used for her vehicle. Admiral arranged for both keys to be reviewed by a locksmith. The reports say both keys are genuine keys and a correlation exists between the two keys which indicates they are programmed for the same vehicle. It said both keys had a reasonable amount of wear and tear which it would expect of a main key, but the key Miss B had sent to Admiral had slightly more wear than the key found with the vehicle. It said both keys showed signs of having some very regular use.

Admiral have provided evidence to show there were only two keys programmed to Miss B's vehicle.

Admiral also had an engineer inspect Miss B's vehicle. The engineer has said there were no obvious signs of theft related damage to the locks, ignition or windows, and no obvious signs of forced entry.

Based on the evidence provided I don't think it's unreasonable for Admiral to conclude Miss B's vehicle was stolen using a key and Miss B had breached general condition 9. The expert reports concluded there was a correlation between the two keys which both showed signs of regular use, and only two keys were shown to be programmed to the vehicle. There were also no signs of forced entry or theft related damage. Admiral has based its decision on those specialised in their particular fields and I don't think it's unreasonable for it to do so.

Miss B has said the person she purchased the vehicle from around three years ago has confirmed he lost the key and so the second key must have been lost in the vehicle without her knowledge. However the locksmith has said if a key had no use over a period of time it would begin to show signs of tarnishing/oxidation which neither key showed signs of. He said both keys would suggest regular use within the last few years due to the lack of oxidation.

Having reviewed everything, I don't consider it to be appropriate for me to interfere with Admiral's decision to decline Miss B's claim or require it to take further action.

Customer Service

Miss B was unhappy with the length of time it took Admiral to reach a decision on her claim and the lack of response she received from the claim handler. Admiral have said once Miss B's vehicle was found with a second key a full investigation was required.

Based on the evidence provided I don't think Admiral caused unreasonable delays after 17 January 2024 in relation to Miss B's claim. It was necessary for it to obtain engineer reports and key reports, as well as requesting the police report and I think it did so within a reasonable amount of time. I can see Miss B did drive much of the contact with Admiral, however I'm satisfied she was given updates on her claim each time she requested this and so I don't think compensation is due for this.

My final decision

For the reasons I've outlined above, I don't uphold Miss B's complaint about Admiral Insurance (Gibraltar) Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 30 January 2025.

Andrew Clarke
Ombudsman