

## **The complaint**

Mr S(1) and Mr S(2) complain about how Admiral Insurance (Gibraltar) Limited (“Admiral”) declined a claim under their car insurance policy. Mr S(2) is a named driver on the policy, which is held in Mr S(1)’s name. But for ease, and because the person primarily involved in the events and subsequent complaint was Mr S(2), I’ll refer to him throughout as Mr S, and if I need to mention Mr S(1) then I’ll do so.

Mr S also says Admiral discriminated against him and hasn’t made reasonable adjustments for his disability.

When I mention Admiral I also mean its suppliers and investigators.

## **What happened**

Mr S had a motor insurance policy with Admiral covering his car.

In October 2021 Mr S was having an evening out. During the night, his car was involved in a collision and was damaged.

He reported that his car had been stolen to Admiral and the police. Admiral looked into his claim and investigated further. It found a third party identified Mr S as the driver of the car at the time of the collision, and further evidence that the circumstances of the collision weren’t as reported by Mr S.

Admiral repudiated his claim, cancelled his policy and put a CIFAS marker against his name. I’ll explain that a CIFAS marker is used to identify people who an insurer suspects have acted fraudulently.

Mr S wasn’t happy about this, and the way Admiral handled his claim, and he complained.

Admiral said it hadn’t dealt with Mr S’s disability well and it would pay him £75 compensation. It also said it would pay a further £25 for delays handling his complaint.

Mr S remained unhappy and brought his complaint to this service. Our investigator looked into it and thought it would be upheld in part. He thought Admiral hadn’t made enough reasonable adjustments for Mr S, such as giving him extra support and more time to review things, and it should pay him a further £100 compensation. But he thought Admiral’s decision on the claim was fair.

Admiral agreed with the view, but Mr S didn’t.

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.

It's important I start by saying that there's extensive correspondence between Mr S and this service in the file. I'll not refer to it all here and instead I'll focus on what I think are the central points of Mr S's complaint. I'd like to assure Mr S that I have read all of the file even if I don't mention it here. This is in line with this service's informal approach.

I'll also mention that in some of this later correspondence with this service, Mr S has focused on parts of Admiral's internal communications and has talked about it not acting in line with Financial Conduct Authority (FCA) rules. This service isn't the regulator and it's not our role to tell companies how to manage their processes. Our role is to consider whether the insurer has acted in line with the terms and conditions of the policy, and fairly and reasonably. We do take into consideration whether we think insurers have followed the appropriate rules, but we can only deal with those aspects of Mr S's complaint that he's received a final response for from Admiral.

Having read the file, I'm upholding Mr S's complaint in part. But it's important I say I'm only upholding part of his complaint about how Admiral dealt with his needs, and the appropriate compensation it needs to pay him. I'm not upholding the remainder of his complaint and I'll explain why. For ease I'll deal with parts of Mr S's complaint in turn:

### ***The claim & cancellation***

From the file I can see that Admiral rejected Mr S's claim under the following part of its terms and conditions:

#### *"General Conditions*

##### *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 us with false, exaggerated or misrepresented information*
- submits false, altered, forged or stolen documents.*

*We will take one or more of the following actions:*

- amend your policy to show the correct information and apply any change in premium*
- cancel your policy, under certain circumstances this may be with immediate effect*
- declare your policy void*
- refuse to pay your claim or only pay part of your claim*
- only pay a proportion of your claim*
- keep the premium you have paid*
- recover any costs incurred from you or any other insured person.*

*If we identify any fraud or misrepresentation, we will cancel or void any other EUI policies you are connected with."*

This type of policy condition is common in the insurance marketplace, and I think its meaning is clear and its use is fair.

As I mention above, it's this service's role to look at the evidence provided and decide

whether Admiral acted fairly.

I can see in the file Admiral points out inconsistencies in Mr S's version of events. I'm not going to talk about these in depth here, but in brief they start with some issues around Mr S's description of his car keys and other items being taken or lost from his pockets at some point in the evening/night. Admiral also said there were issues with the location of the collision and the distance from Mr S's home, the club he went to, and the location where he spent the night. Finally, there's the identification of Mr S as the driver by a third party who said they were in the car.

The reason I'm not going to explore these points, and others, in detail is that I think Admiral has already done this. It investigated Mr S's claim using a specialist investigatory company which said *"...we are far from convinced that the incident occurred in the manner described."*

I can see Mr S rejects the third party's statement as he says that the person had consumed alcohol and suggests they couldn't be relied upon. He also points out the inconsistencies between the records from the police and Admiral.

But it's inconsistencies like these that, I think, lie at the centre of Admiral's rejection of his claim. Admiral needs to satisfy itself about Mr S's versions of events, and it's reasonably able to do so by gathering evidence about what happened. From those different sources, Admiral hasn't been satisfied that Mr S's story validates his claim.

In his complaint to Admiral, Mr S said there was an *"...absence of definitive proof and [this is backed up by] the police['s decision not to proceed with any formal action against me due to this evidential shortfall."*

When the police seek to pursue prosecution against someone for an offence, they need to prove their case beyond all reasonable doubt. This is different from the level required in civil law, which governs Admiral and Mr S's contract of insurance, which is that Admiral needs to show on the balance of probabilities that it thinks Mr S's claim wasn't valid.

As I've said, it's not this service's role to assess the claim, only to explore whether Admiral has acted fairly. And in this case I think it has. There are inconsistencies in Mr S's version of events that haven't been explained to Admiral's satisfaction. I think its investigation has been fair and reasonable, and therefore Admiral's declination of Mr S's claim is also fair and in line with the policy wording.

Because Admiral thought Mr S had acted fraudulently, it then proceeded to cancel his policy. The part of the policy wording that allows this is included in the condition above. Again, this type of wording is common in the insurance marketplace and I think its use here is fair.

It follows that, because I think Admiral acted fairly in rejecting his claim for breach of the fraud condition, Admiral has also acted fairly in cancelling Mr S's policy.

### ***Fraud marker***

I can see from Mr S's approach to this service that the CIFAS marker placed by Admiral against his name is a key concern to him. He's talked about the impact on his personal and professional life.

In the policy wording, Admiral talks about what it can do:

*"If you give us false or inaccurate information and we suspect or identify fraud, we will record it and may also pass this information to Fraud Prevention Agency (FPA)'s*

*and other organisations involved in the prevention of crime and fraud.”*

I've said above that I think Admiral acted fairly when it repudiated Mr S's claim under the terms of its policy. It follows that I think it's also acted in line with its wording when it's decided to pass details to the appropriate fraud databases.

Being recorded on fraud databases can have significant consequences, and so Admiral needs to show it's got very good reasons to record Mr S with a CIFAS marker.

But as I mention above, I think Admiral has acted fairly in how it has investigated the claim, and its rejection of it is reasonable. Because I think its actions are fair and reasonable, I also think it's fair that Admiral have recorded its concerns about Mr S on the appropriate fraud database, and I'm not going to ask it to remove or change the information it's submitted.

### ***Reasonable adjustments***

I can see from the file that Mr S says he told Admiral about his disability on 29 September 2023, about a year after the claim, and also told Admiral's claims handler he was struggling with his mental health. He then complained that Admiral hadn't made reasonable adjustments for him.

Some months later as part of its investigations Admiral responded to this point and apologised that it hadn't responded correctly when Mr S told it about this. It said it would feedback to the claims handler who'd dealt with him.

Admiral asked Mr S what adjustments he'd need, and that he'd need to give it explicit consent that his disability was recorded on its system. It's my understanding that this would be to comply with the Data Protection Act. I can see that Admiral discussed and asked Mr S several times for his permission over about two months.

Our investigator asked Mr S what his reasonable adjustment requests would have been. He told this service they *"would have been to have been provided with extra support and more time to review correspondence"*.

I've thought about this carefully and I think Admiral should have asked Mr S for more information when he first disclosed his disability to it. Mr S asked for some assistance with a particular claim form he'd been sent, Admiral told him assistance was available, but then didn't provide or arrange it. And I can see how upsetting this must have been for Mr S.

But I also need to consider that Mr S hadn't told Admiral about his disability before this point or said what help he'd need. After this time, he doesn't seem to have mentioned it to Admiral for several more months, and the key issue then becomes that I don't think I can say Admiral acted unfairly as it wasn't able to make the reasonable adjustments required as Mr S hadn't given it permission to be recorded.

Under the terms of its wording, Admiral is able to make decision on claims as it sees fit, even if Mr S doesn't agree with the choices it makes. So I'm not persuaded that Admiral's poor service around making reasonable adjustments for Mr S would have affected the outcome of the claim, but I can understand his frustration.

Taking this into account, I think Admiral should pay Mr S an additional £100 compensation for the distress it's caused him by not checking with him earlier in its process about his disability.

Mr S has also said he thinks Admiral has discriminated against him by failing to provide

reasonable adjustments under the Equality Act 2010.

I've taken this Act into account when reaching this decision, but I've ultimately decided this complaint based on what's fair and reasonable.

If Mr S wants a decision that Admiral has breached the Equality Act, then he would need to take this matter to court.

### **My final decision**

It's my final decision that I uphold this complaint in part. I direct Admiral Insurance (Gibraltar) Limited to pay Mr S and Mr S an additional £100 compensation. But I make no further award.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S and Mr S to accept or reject my decision before 20 February 2025.

Richard Sowden  
**Ombudsman**