

The complaint

Mr M has complained about Admiral Insurance (Gibraltar) Limited. He isn't happy about the way it dealt with a claim under his motor insurance policy.

What happened

Mr M was involved in an incident and made a claim under his motor insurance policy. But when Admiral investigated the circumstances surrounding the incident it had questions surrounding Mr M's involvement and wouldn't proceed with the claim.

When Mr M complained to Admiral about this it maintained its position. It said that as Mr M was arrested at the scene as he didn't provide a specimen of breath and subsequently taken to court in relation to not providing a blood or urine sample at the police station after arrest, it wasn't advancing the claim as drink driving wasn't covered under the policy. Although it transpired that Mr M wasn't prosecuted at court Admiral wanted either the prosecution file or police report before it would advance a claim. But as Mr M remained unhappy and felt that Admiral should pay some of his costs and repair his damaged car he complained to this Service.

Our Investigator looked into things for Mr M but didn't uphold his complaint. Although he sympathised with the difficulties Mr M faced, he didn't think Admiral had acted unreasonably. Although Mr M felt discriminated against, he didn't think there was any evidence of this. He felt that Mr M's claim had been considered by Admiral the same as anyone else would have been in his position following arrest and attempted prosecution.

As Mr M didn't agree the matter has been passed to me for review.

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 can understand why Admiral have concerns about Mr M's claim as he was arrested for failing to provide a breath test at the scene of the accident. And as Mr M also failed to provide a urine or blood sample at the police station he was charged, and court proceedings were commenced. Fortunately for Mr M he wasn't convicted as proceedings were dropped at court.

However, Admiral isn't looking at matters to the higher criminal standard but on the balance of probabilities which is lower, so it requires further supporting evidence as to why the prosecution was dropped. Admiral has delayed settling Mr M's claim until it can decide whether any of the terms of the policy have been breached, in particular a '*Drink and Drug clause*' which says '*if an accident happens while any insured person is driving and fails to provide a sample of breath, blood or urine when required to do so, without lawful reason. No cover under the policy will be given and instead, liability will be restricted to meeting the obligations as required by road traffic law and we will cancel your policy.*'

So, although Mr M would've liked Admiral to have looked at settling his claim when the court case against him was discontinued it still required further information before it could conclude its position. Admiral accepted that the court case had been dropped but as there wasn't sufficient evidence of the reasons and rationale behind the decision it explained to Mr

M that it required the prosecution pack or the police report to verify the position and whether there had been a breach.

As Mr M wasn't able to provide the prosecution pack or any evidence from the court case Admiral applied for the police report from the local police force. Unfortunately, the report was delayed and when Mr M asked Admiral again to pay his claim it explained that it was still awaiting the report from the police so it still wouldn't settle. This was approximately nine months after the initial claim so I can understand Mr M's frustration and concern. But Admiral explained that he could repair his car himself and it would pay his costs if it met the claim and looked to keep him up to date about what it required and the delays generally.

I know Mr M feels he has been discriminated against by Admiral, but I haven't seen any evidence of this. Insurers are entitled to make enquiries in relation to claims and Admiral had understandable questions about the incident Mr M was involved in which he was arrested for failing to provide a roadside breath test and subsequently charged and taken to court. I know Mr M has also questioned how the police dealt with him at the scene and subsequently, but I think it is reasonable for Admiral to question the circumstances surrounding his claim here. And I think it would treat any customer in a similar position, having been arrested and charged in relation to failing to provide a blood, urine or breath sample in the same way.

Ultimately, I think Admiral has acted reasonably here in looking to get to the bottom of what happened when Mr M was arrested after being involved in this incident. And Admiral will revisit its position once the police report or prosecution pack is provided which seems fair.

My final decision

It follows, for the reasons given above, that I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 11 March 2025.

Colin Keegan
Ombudsman