

The complaint

Mr S complains about the repudiation of his motor insurance claim by Admiral Insurance (Gibraltar) Limited.

Some of Mr S' dissatisfaction is about the actions of Admiral's appointed agents. As Admiral have accepted responsibility for the actions of those agents, in my decision any reference to Admiral should be interpreted as also covering the actions of their agents.

What happened

The background to this complaint is very well known to Mr S and Admiral. Rather than repeat in detail what's already known to both parties, in my decision I'll focus mainly on giving the reasons for reaching the outcome that I have.

Mr S made a claim on his motor insurance policy following the theft of a vehicle. Admiral considered the claim but ultimately repudiated it. Mr S then made a complaint and Admiral didn't uphold it. As Mr S remained unhappy, he referred the complaint to our Service for an independent review.

Our Investigator considered the complaint but didn't recommend that it be upheld. As the dispute remains unresolved, it's been referred to me for a 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.

Our Service is an alternative, informal dispute resolution service. Although I may not address every point raised as part of this complaint - I have considered them. This isn't intended as a discourtesy to either party – it simply reflects the informal nature of our Service.

The scope of my decision

It's not the role of our Service to investigate the circumstances of the theft, how Mr S paid for the vehicle or whether the claim is genuine or not. My role here is to decide if, on balance, Admiral have fairly and reasonably considered the claim in line with the policy terms.

My key findings

The starting point with any insurance claim is the insured (Mr S) must show that he's suffered a loss in which he held an insurable interest. Mr S also must demonstrate (within reason) that the circumstances of the loss event (claim) are as described. If he can, the onus then passes to the insurer (Admiral) to consider the claim and either settle it or show that a policy limit or exclusion applies that limits their outlay or allows them to decline the claim.

In response to this claim, Admiral said:

“We do not believe that you took delivery of the vehicle and do not believe you have a financial interest in the vehicle. We also have doubts that this vehicle was ever in the United Kingdom and believe you have attempted to make a false insurance claim.”

I'm satisfied that as part of their normal claim validation process, Admiral raised reasonable concerns about the specific circumstances of the claim. In particular - how Mr S had come to acquire the car and how the theft occurred. Given the unusual nature of the payment method (gold bars), it was reasonable that Admiral carried out due diligence and asked for further information. Below are some examples:

- Admiral were informed by the vehicle manufacturer that they'd no record of the vehicle being in the UK, or part of its' UK network. Admiral have also said it's never been picked up by any ANPR camera in the UK. It was therefore reasonable that Mr S was asked further queries about how he acquired and paid for the vehicle.
- There is potentially important evidence Admiral requested, that Mr S has not yet provided Admiral with. This includes his company tax returns for the relevant financial year - relevant to the purchase of gold bars Mr S says were used to pay for the vehicle and mobile phone records.
- In an email to Admiral dated 27 January 2024, Mr S has made it clear throughout his unwillingness to share requested information with Admiral - as he feels it's not part of the claim. This is unusual behavior - as it'd surely be in his best interests to cooperate with Admiral to prove his loss and help them to validate the claim. I also note that at one-point Mr S asked to withdraw the claim in May 2024 – which was also particularly unusual given the size of the claim.

Mr S has tried to answer questions asked of him by Admiral – but not yet provided much of the supporting evidence that Admiral have asked for. Mr S has recently asked our Service:

“Could you explain why you disregarded Admiral's wrongdoing and their attempt to compromise my claim with deliberate lies, despite the multiple proofs I presented?”

The evidence available to me doesn't support Mr S' position. Instead, the evidence supports that Admiral raised legitimate concerns about the claim – primarily Mr S having an insurable interest in the vehicle and the circumstances of the loss event. Mr S has been selective with sending evidence to Admiral and provided various reasons for not wanting to provide other requested evidence. In their final response letter, Admiral have told Mr S they will consider further documentation to validate the claim and I consider that fair. If Mr S has further information to support the claim made, he should provide that directly to Admiral for their consideration.

Admiral have referred to general conditions two and seventeen (provision of information and documentation to allow claim validation) and nine (fraud and misrepresentation) to justify repudiating the claim. Based on the available evidence, as Mr S has been unable to satisfactorily resolve Admiral's concerns about the claim, it follows that I find Admiral acted fairly and in line with the policy terms when repudiating the claim and taking the actions outlined in their repudiation letter to Mr S. I don't seek to interfere with their actions.

Summary

Based on the evidence available to me, I find that:

- Admiral raised reasonable concerns about the claim.

- Mr S was given a fair right of reply to their concerns.
- So far, Mr S hasn't been able to alleviate Admiral's concerns. Based on their final response letter, Mr S has a further opportunity to engage with Admiral on this point.
- Admiral have acted fairly and in line with the policy terms when repudiating this claim and taking their associated actions.

My decision will naturally disappoint Mr S, but it ends our Service's involvement in trying to informally resolve his dispute with Admiral. Mr S retains all other dispute resolution options and I note he's already told Admiral he will take legal advice.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 3 June 2025.

Daniel O'Shea
Ombudsman