

## **The complaint**

Miss K has complained that Admiral Insurance (Gibraltar) Limited rejected a theft claim she made under her car insurance policy. Admiral relied on its fraud term to decline the claim.

## **What happened**

Miss K reported her car had been stolen to her insurer Admiral. Miss K said she had both of the original keys with her, so as part of its investigation Admiral asked Miss K to provide both keys for analysis.

After being sent for analysis, it was found that one of the keys didn't belong to Miss K's car, and belonged to a car that had previously been reported as stolen.

Admiral said it wouldn't deal with Miss K's claim. It said as one of the keys provided didn't match the car being claimed for, but Miss K said it belonged to it, this left it most likely the other key to the car had been used when it was reported as stolen.

Miss K complained to Admiral and it didn't uphold her complaint. It did send the keys for a second analysis with a different business. The second analysis reported the same findings as the first.

Miss K asked us to look at her complaint. One of our Investigators didn't find Admiral had acted unreasonably.

Miss K disagrees and wants an ombudsman to decide. She doesn't agree with the analysis reports. She says there are inconsistencies. Miss K believes Admiral must have mixed the keys up when Miss K posted her keys to it.

## **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.

Admiral has relied on the following term to reject Miss K's claim:

*“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*

- ☐ *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”*

And;

### *General Condition 3: Care of Your Vehicle*

*You and any other insured person must:*

- ☐ *protect your vehicle from loss or damage*
- ☐ *make sure your vehicle is roadworthy*
- ☐ *if applicable, make sure your vehicle has a current MOT certificate*
- ☐ *remove and secure any keys or device that allows access to your vehicle; if it is left unoccupied*
- ☐ *update your vehicle’s software when prompted by the vehicle’s manufacturer*
- ☐ *only download software from a source approved by your vehicle’s manufacturer*
- ☐ *only modify the vehicle software in accordance with the manufacturer’s instructions*

*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 incident happens, which is directly or indirectly caused or contributed to by any of the following:*

- ☐ *the inappropriate conduct of the driver*
- ☐ *the condition of your vehicle*
- ☐ *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 as required by Road Traffic Law.*

We don’t decide fraud. But we look at whether an insurer has reasonably applied its fraud term in line with the policy.

I agree that in the first analysis report Miss K’s car is listed as a different colour to hers. However, this is the only error highlighted, and the correct VIN and other registration details

are consistent across both reports. So I'm satisfied that the colour is a typing error and doesn't change the weight or outcome of both reports.

I understand Miss K says she bought the car from new and that she has provided the keys she was given. Admiral spoke to the dealership garage Miss K bought her car from. The garage told Admiral it had no knowledge of the previously stolen vehicle to have the key in its possession. The garage said it had provided two correctly coded keys to Miss K when she bought her car.

The evidence from two independent key analysis reports shows that one of the keys doesn't belong to Miss K's stolen car. But as things stand, it was provided as evidence that Miss K was in possession of both keys when her car was stolen.

Admiral has provided us with details of the steps it takes when receiving keys from a customer and I'm satisfied it is robust. I cannot see any difference between the pictures of the keys provided by Miss K and pictures of the keys in the first analysis report.

Miss K says her friend used the second key to unlock and lock her car. But this doesn't change the outcome of the evidence available to Admiral. Putting all of its concerns together, I don't find that Admiral acted unreasonably in rejecting Miss K's claim. I think it has shown it applied its fraud term in a fair way and treated Miss K as it would any other customer in the same circumstances. This means I'm not asking Admiral to do any more.

Miss K says she is looking to obtain new information to support her complaint. Miss K can bring any new information to Admiral to first consider. If she remains unhappy with the outcome and any new complaint she brings to Admiral, she can then ask us to look at a new complaint for her.

### **My final decision**

I understand Miss K will be very disappointed with my decision. But for the reasons I've given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss K to accept or reject my decision before 12 August 2025.

Geraldine Newbold  
**Ombudsman**