

## The complaint

Mr A complains that Admiral Insurance (Gibraltar) Limited (“Admiral”) declined a claim because it thought he’d acted fraudulently. When I mention Admiral I also mean its investigators and suppliers.

## What happened

Mr A had a motor insurance policy with Admiral covering his car, which is a high-end sports car. In June 2024 he was involved in a single vehicle incident when he swerved to avoid a deer and collided with the roadside causing extensive damage to his car. He reported the incident to Admiral and made a claim.

Admiral inspected his car and thought it would be written off. It said it would declare the car a category B write-off. It investigated his claim further and declined it in January 2025. It said it thought Mr A had tried to mislead them about how he’d bought the car, as well as what had happened in the incident.

Mr A complained about the way Admiral investigated his claim. That complaint reached this service and has been dealt with separately.

This complaint is about Admiral’s declination of his claim.

Admiral said it wouldn’t pay his claim. It cancelled his policy and said it would keep the premium he’d paid. It asked Mr A to pay the costs it had incurred.

Mr A brought his complaint to this service. Our investigator looked into it and thought it wouldn’t be upheld. He said he thought Admiral acted fairly in its assessment of the claim

Mr A didn’t agree with the view. He said he provided information to Admiral that it asked for and didn’t understand how it could be that his claim wasn’t paid. He made other points about the write-off category.

Because Mr A didn’t agree with the view, 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.

I’m sorry to hear that Admiral’s decision on his claim has impacted Mr A so greatly. But having read the file of evidence, I’m not upholding his complaint. I appreciate the impact this will have on him, and I’ll explain why I’ve come to this decision.

In its final response letter, Admiral said it was rejecting Mr A’s claim on three parts of the policy wording:

*“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 of 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”*

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

Admiral went on to say it thought Mr A was in breach of this condition:

*“General Condition 2: Notifying us of an incident*

*If you or your vehicle are involved in any type of incident, regardless of fault, you must:*

- *give us all the information and documentation that we consider necessary to deal with your claim and policy. Please read in conjunction with General Condition 17*
- *co-operate with our investigation”*

And...

*“General Condition 17: Requests for information*

*You must respond to all requests for documentation during your period of insurance and during the administration of a claim. You may be asked to provide:*

- *financial statements and utility bills*
- *documents, data and other records to validate your claim*

*Failure to supply this information when requested will result in your claim being refused and/or your policy being cancelled.”*

Admiral said it didn't think Mr A acted truthfully when he made his claim. It pointed out that he hadn't supplied some information it'd asked for, that there were inconsistencies between Mr A's version of events and what its engineer reported, and that there were other problems with Mr A's description of how he'd owned this car and another model he said he'd part exchanged for it.

I need to be clear that it's not the role of this service to say whether a claim should or should not be accepted by Admiral. Our approach in cases like this is to consider whether the insurer has acted in line with the terms and conditions of the policy, and fairly and reasonably towards Mr A.

Admiral investigated his ownership of the car in question, and used an engineer to examine the salvage. It interviewed Mr A and carried out further checks.

Admiral has supplied this service with the evidence it used to assess and decline Mr A's claim. It told this service that the information was confidential, and I'm not able to provide further information about its content.

But what I am able to say to Mr A is that I've read all of the file I've been provided and I think Admiral has acted fairly and reasonably and in line with the policy wording when it's dealt with him and rejected his claim under the conditions set out in his policy wording and mentioned above.

Finally, Mr A has raised further issues about storage and salvage charges and the write-off category allocated to the car. I can't see that he's complained about these matters to Admiral or that it's issued him with its final response. So I'm not able to consider those matters further here. If Mr A is unhappy then he's free to make a complaint to Admiral about them.

It follows that I'm not upholding Mr A's complaint and I'm not going to ask Admiral to do anything more.

### **My final decision**

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 15 October 2025.

Richard Sowden  
**Ombudsman**