

## **The complaint**

Mr C complained that Admiral Insurance (Gibraltar) Limited (“Admiral”) unfairly declined a claim for damage to his car, and cancelled his motor insurance policy.

## **What happened**

Mr C explained that when driving in Europe in July 2024 he left his car parked on the roadside. When he and his wife returned, the car was severely damaged. He said he called the police and his insurer. Admiral arranged for an inspection of the car, carried out interviews and requested information. It then wrote to Mr C in February 2025 to decline his claim referring to its fraud and misrepresentation conditions. Mr C didn’t accept this outcome and complained.

In its final complaint response Admiral said the damage was consistent with more than one incident. Additionally, it said Mr C had provided various conflicting versions of events. So, it maintained its decision to decline his claim and cancel his policy. It said that it had kept Mr C updated throughout his claim.

Mr C didn’t think Admiral had treated him fairly and referred the matter to our service. Our investigator didn’t uphold his complaint. He thought the business had investigated Mr C’s claim appropriately. He didn’t think it was unreasonable for it to decline the claim and cancel the policy given its reference to the unusual damage caused and the discrepancies in the information provided.

Mr C replied to say he didn’t accept our investigator’s findings and asked for an ombudsman to consider his complaint.

It has been passed to me to decide.

## **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.

Having done so I’m not upholding Mr C’s complaint. I’m sorry to disappoint him but I’ll explain why I think my decision is fair.

It’s not the role of our service to determine whether fraud has been committed. That’s a role for the courts. What I can consider is how Admiral assessed Mr C’s claim to see if he was treated fairly and reasonably.

In the email when it declined Mr C’s claim, Admiral referred to the following policy terms and conditions:

*“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.*

Admiral said Mr C provided inconsistent information and it couldn't accept that the damage had occurred in the manner reported. More specifically, it thought the damage was the result of more than one impact. The business said the information Mr C provided when he first notified it of his loss, differed to the statement he later provided. It said it also found discrepancies when comparing Mr C's account with the statements provided by his wife. As well as a statement from the friend that had travelled to Europe with him.

Referring to Mr C's statement and that of his wife, neither saw how the damage was caused. It was only when they returned to the car sometime after parking it, that they found it had been damaged. Mr C said road re-surfacing work was taking place near where he'd parked. He also said that agricultural vehicles use these roads and suggested the damage could be explained by a combine harvester or other such vehicle.

In its decline letter Admiral said the damage was caused by at least two separate impacts. It said it couldn't accept that the incident happened in the manner Mr C had reported.

I've looked carefully at the photos Mr C took at some point after the incident. There is a lot of damage all along the driver's side. I can understand Admiral's concern that this appears to have been the result of multiple impacts. It doesn't look like damage typically caused by a collision with another vehicle. There appears to have been multiple impacts originating from different directions, including puncture holes. I asked Admiral if it was possible that this type of damage could have been caused by an agricultural vehicle or a road resurfacing vehicle, as suggested by Mr C.

In its response Admiral said that Mr C didn't take any photos of the car when he discovered the damage. It said there was no evidence that an agricultural vehicle had caused the damage, and that Mr C hadn't reported seeing such a vehicle. Admiral maintained that Mr C's car had been hit multiple times. It didn't think the damage corresponded with the explanation provided.

There were no witnesses to confirm how the damage was caused. Additionally there are no photos showing the car when it was found by Mr C – photos of the damage were taken sometime later. I acknowledge his comments that an agricultural vehicle or possibly machinery used in road re-surfacing could have caused the damage described. But there is no evidence to support this.

I note Admiral's comments that the incident is reported to have occurred on a side road. This was off the main road where Mr C said road re-surfacing was being carried out. Admiral said this was around 145 meters away from where Mr C said his car was parked. It said no

evidence of road resurfacing has been provided. But if it had, it didn't think this would have an impact on Mr C's car, as it was parked on a side road some distance away.

I've looked at the sketch Mr C provided showing the position of his car, the graveyard, and the road layout. To get to the side road where he said his car was parked, this meant turning off the road where he said re-surfacing was taking place and then turning again onto the side road where he parked. I think Admiral makes a fair point that this doesn't look to be in a position that would be affected by machinery working on the main road. Additionally, there is no evidence to support Mr C's view that his car was hit by an agricultural vehicle.

I've considered the discrepancies with the accounts provided by Mr C, his wife, and his friend. In particular those discrepancies Admiral has highlighted. I've listened to a call recording from 6 July 2024, which is the day after the loss is said to have occurred. Mr C told Admiral's agent that he was in a graveyard and heard a large vehicle, such as a tractor, driving around the area. He said he heard a scrape and a bang and ran quickly to his car. It was at this time he found that his car had been damaged.

However, in the statement Mr C later provided to Admiral he specifically said that he hadn't heard a collision whilst he was in the graveyard. He noticed the damage when he returned to the car. There is no reference to him running back to the car. The statement his wife provided said the damage was only noticed when they returned to the car. She didn't describe hearing a collision and didn't describe having run back to the car.

In the call on Saturday 6 July 2024 between Mr C and Admiral's claim handler, he makes a point of asking for a courtesy car. He said he is due to be returning to the UK the following Tuesday. He said he needs the use of a car. However, in his statement Mr C confirmed he and his wife flew to their honeymoon destination on 9 July 2024. They didn't return to the UK until 22 July. It's not clear why Mr C said he was returning to the UK when presumably he knew he was going on his honeymoon and not returning for around two weeks. But this does demonstrate that he gave Admiral conflicting information.

In his statement Mr C's friend said he heard gossip in the local village about the damage to Mr C's car. This is how he found out about it a couple of days before the wedding. However, Admiral highlighted several calls that were showing on Mr C's phone records to his friend, that were made prior to this. I think it makes a fair point that it seems unlikely that Mr C won't have mentioned the damage to his car during these calls to his friend.

Mr C's policy terms require that he provides true and accurate information. But the evidence supports Admiral's view that there are several discrepancies with the information he provided. I'm not able to say how the damage occurred. But I can decide whether I think Admiral has considered the claim fairly and reasonably with regards to Mr C's policy terms and conditions. Having done so I don't think it behaved unreasonably when it concluded that Mr C hadn't provided accurate information about the circumstances of his claim. I think there are reasonable grounds to support this. It follows that I don't think Admiral treated him unfairly when it declined the claim and cancelled his policy for the reasons it gave.

Having considered all of this, I'm sorry that Mr C isn't covered for his loss. But I don't think Admiral treated him unfairly when it relied on its policy terms to take the action it did. So, I can't reasonably ask it to do anymore.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or

reject my decision before 31 December 2025.

Mike Waldron  
**Ombudsman**