

The complaint

Mr R has complained about Admiral Insurance (Gibraltar) Limited. He isn't happy that it turned down his claim under his motor insurance policy after his car was stolen.

For ease of reading any reference to Admiral includes its agents.

What happened

I looked at this case and provided my initial thoughts in my provisional decision as follows;

Mr R made a claim under his motor insurance policy after his car was stolen overnight outside his home address. He reported the theft to the police and to Admiral. It looked into the circumstances surrounding the claim and eventually turned it down. It appointed an investigator to interview Mr R and had the car keys tested, but it had concerns surrounding the circumstances around the claim and turned it down. As Mr R wasn't happy about this he complained to Admiral.

Admiral maintained its position. As Mr R's stolen recovered car was being driven on cloned plates with an original key and the only key Mr R had in his possession wasn't used at the time Mr R's car was last used and parked outside his house it didn't think that the theft occurred as Mr R described. But as Mr R remained unhappy, he complained to this Service.

Our investigator looked into things for Mr R but she didn't uphold his complaint. Although she sympathised with the position Mr R found himself in after the theft of his car, she didn't think Admiral had acted unreasonably in turning down the claim.

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

What I've provisionally 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 have a great deal of sympathy with the position Mr R has found himself in as it is clear that he has been a victim of crime here as his car was stolen from outside his address. However, I have to be fair to both sides when I look into complaints, and I don't think Admiral have acted unfairly in relying on the terms and conditions of the policy in turning down Mr R's claim. But I do think that there were unnecessary delays in advancing the claim, returning Mr R's car to him and the service he was provided with. I'll explain why.

I also think it's important to explain I've read and taken into account all of the information provided by both sides, in reaching my decision. If I've not reflected something that's been said in this decision it's not because I didn't see it, it's because I didn't deem it relevant to the crux of the complaint. This isn't intended as a discourtesy to either party, but merely to reflect my informal role in deciding what a fair and reasonable outcome is. This also means I don't think it's necessary to get an answer, or provide my own answer, to every question raised unless it's relevant to the crux of the complaint.

I know Mr R feels that Admiral have accused him of being involved in the theft of his own car, but I don't think that is the case. It simply has genuine questions about the circumstances surrounding the theft of his car and I can understand why.

It isn't disputed that Mr R was the victim of crime here and the thief has been convicted at court after Mr R's car was stolen and recovered by the police a few months later. The thief was using the car on false number plates.

However, Mr R initially explained to Admiral that he only had one key for the car as he had lost the second one a few years before. And he said he used the one key he had when he locked and secured the car the night before the theft. But when Admiral tested the key that Mr R provided the key specialist found that Mr R's key hadn't been used the night before the theft and had last been used to drive the car a few days before. So, Admiral had concerns that there was a second key that had been used to drive the car at the time of theft. And it transpired that the key the thief was using was a genuine key, and probably the second key that Mr R had thought he had lost, which supported Admiral's position as it seemed clear, on balance, that the second genuine key was used to steal the car. Indeed, the key data analysis confirms this. That isn't suggesting that Mr R was involved in the theft just that the second key was left somewhere, perhaps in or around the car itself, that allowed the thief to steal the car and Mr R's car wouldn't be insured under the policy in circumstances like this.

I've viewed the various short pieces of footage showing when Mr R's car was last used before the theft and when it was stolen. As this footage is motion sensitive it doesn't show the full period of time so isn't as helpful as it could be. The footage doesn't show Mr R locking the car, but it is possible he locked the car after the footage stopped. And it doesn't show the thief unlocking the car or using any kind of relay theft device to take the car. The thief simply walked up to the car, opened the door, and drove the car away.

Mr R's insurance doesn't cover every eventuality. And the policy says under 'General Condition 3: Care of your vehicle' that Mr R had to 'protect your vehicle from loss or damage', and 'remove and secure any keys or device that allows access to your vehicle; if it is left unoccupied.' Plus, the policy goes on to say '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' if Mr R left his car '....unlocked or unsecured.'

Given all of this, and despite my natural sympathy for Mr R here who has clearly been the victim of crime, I don't think that Admiral has acted unfairly in declining his claim given the discrepancies surrounding the theft.

Finally, I can understand why Mr R felt the service provided by Admiral was poor and drawn out as it clearly was. Although I accept that a claim like this can be difficult and that there were a lot of investigations to undertake which impacted the claim. However, I think Admiral should have kept Mr R better informed and there was a clear delay in returning his car to him once it was stolen and recovered.

I've asked Admiral about this while the case has been with me for consideration. Admiral outlined, briefly, that the vehicle was with the police after it recovered the car initially and Admiral instructed recovery in September 2023. It then undertook further investigations including appointing an Independent Assessor, gaining key reports and waiting for police reports. While I accept that some of these enquiries were necessary, they could have been undertaken far quicker. Mr R was without his vehicle throughout this time, and he wasn't updated by Admiral in a meaningful way, and it has acknowledged that it didn't keep Mr R informed and things were delayed.

Mr R was without the car he owned for a prolonged period of time and had to chase Admiral for updates and to get his car back. Obviously, this left Mr R without his car and the cash value of it for a protracted period of time. He didn't get the car back until April 2024 which was an awful long time in the circumstances when he had been a victim of crime here and had his car stolen, so not returning his car earlier was poor and caused additional stress and inconvenience.

Given the prolonged delay, leaving Mr R without his car and clear information after being the victim of crime, and poor service alongside having his claim declined I think the fair and

reasonable thing to do is to pay Mr R compensation here. And I think £500 feels fair in the circumstances.

Replies

Both sides responded to my provisional decision. Admiral was grateful for the provisional decision but was mindful of overcompensating Mr R for the prolonged delay, lack of clear communication following a criminal incident, and the overall poor service culmination in the claim being declined when he had already been compensated through other complaints he had through his claim journey and so it was mindful of overcompensating Mr R. And it provided copies of its final response letters in relation to the additional compensation.

While Mr R and his representative responded in detail. His representative highlighted that although Mr R outlined he only had one key during the early stages of the claim, when he was in shock, he made it clear at a later stage in his interview that he did have two keys. And that Mr R was trying to advise originally that he and his wife used both keys which is why he didn't know where the other key was. So, Mr R's representative felt that a key being left in or around the car was conjecture. Mr R's representative suggested it is equally likely the thief gained access to the key that was used to steal the car without Mr R knowing or acting negligently and returned at a later stage to steal the car. In fact, he felt there isn't any evidence that Mr R's car was stolen using a genuine key.

Mr R was disappointed with the position outlined which he felt supported Admiral's *'theory'* that he was either involved in the theft of his own car or he had left the key in the vicinity of the car which he didn't believe it had shown. And he believes the drawn out nature of dealing with his claim was done deliberately to *'weaken my resolve'* and feels Admiral should have considered other aspects of the incident, like why the *'interior lit up before...'* the thief approached his car and should have done more liaison with the police and questioned the car key evidence that Admiral relied on.

Mr R also said that when he eventually got the car back there was a total loss marker on the car, which Admiral said it would remove but didn't, which impacted the value when the vehicle was sold. And so, Mr R feels the compensation suggested of £500 isn't enough to cover this alongside the delay in getting his car back.

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 remain of the view that the complaint should be partly upheld. I can understand the further points Mr R and his representative have raised and I do have a great deal of sympathy for the position Mr R finds himself in after being the victim of crime.

However, as I've already outlined I have to be fair to both sides when I consider complaints and given the questions Admiral has about the circumstances surrounding the theft of Mr R's car, I can't say it has acted unfairly in turning down the claim. Although the points raised by all parties in response to my provisional decision have already been considered I will elaborate on some of the points raised.

While I can understand Mr R's representative's position, that Mr R was in shock when he first reported that he only had one key when he actually had two which he explained during his later interview, but there isn't any real doubt here that the key Mr R had in his possession wasn't the key that was last used with the car by Mr R or his wife before its theft. And the key

that was used to steal the car was, on balance, the second key. So, this opens the possibility that it was known at the time of theft that the second key was used to steal the car.

I do accept it is possible that the key was taken by some other means by the thief, as opposed to being left in or around the car, but there hasn't been any plausible explanation put forward as to how the key was taken or when the key was taken without Mr R or his wife knowing. And as the second key appears to have been last used with the car before the theft I find this surprising.

So, while I can understand the points being made, I can't say Admiral have acted unfairly in declining the claim as it has genuine questions surrounding the theft of the car. Given the time the second key was last used with the car I would expect a clearer account of when it was last used. And there is no suggestion, for example, that Mr R's house was broken into, or he left the key in a position that the thief could interfere with it, so Admiral's position isn't unreasonable. I know Mr R feels there isn't any evidence that the second genuine key was used to steal the car, but it seems likely, given that the thief was still using the second key upon apprehension, that it was. And if there is any further evidence, from the police or elsewhere, that Mr R is able to provide then I would expect Admiral to consider this.

I know Mr R is disappointed with this and that Admiral has declined his claim, and I know he feels that it was suspecting him of being involved in the theft of his own car. However, I just think it had genuine questions surrounding the theft of his car and given the confusion around having a second key and its last use with the vehicle I think that is understandable. I do feel for Mr R as he has had his car stolen but I don't think Admiral acted unfairly here. I don't think it deliberately delayed his claim to weaken his resolve, and I think the investigations it took were reasonable. Obviously other enquiries could have been undertaken but I think it did enough here, even if its investigation was drawn out and its service was poor.

Turning to the compensation level I can understand why Mr R feels this should be lifted and why Admiral feels it should be reduced. However, I remain of the view that a further £500 compensation feels fair. I know Admiral has provided additional compensation in relation to its poor service and delay in advancing Mr R's claim but as Mr R has highlighted, he had his car returned to him with a salvage marker on it which obviously reduced its value. Admiral had told him that it would get this removed but it would appear it was still in place when Mr R sold the vehicle which impacted the car's value. And all this would have caused Mr R a fair degree of stress and inconvenience on top of everything else already identified in my provisional decision. I know Mr R would like more compensation but as Admiral has highlighted it has already awarded compensation in relation to his previous complaints as well and so I think a further £500 feels fair.

My final decision

It follows, for the reasons given above, that I partly uphold this complaint and I require Admiral Insurance (Gibraltar) Limited to pay Mr R an additional £500 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 27 October 2025.

Colin Keegan
Ombudsman