

## The complaint

Mr R's complaint is about a claim he made on his Admiral Insurance (Gibraltar) Limited ('Admiral') tools and materials insurance policy, which Admiral declined.

Mr R says Admiral treated him unfairly and wants them to pay his claim and compensate him for the losses he says he has suffered.

## What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my 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.

Having done so, I don't uphold Mr R's complaint for broadly the same reasons set out by the investigator. Before I explain why I wish to acknowledge both the volume of submissions made by Mr R and his strength of feeling about his complaint. Whilst I've read and thought about everything he's said, I won't be addressing it all. That's not intended to be disrespectful. Rather it's representative of the informal nature of the Financial Ombudsman Service. Instead, I'll focus on the crux of Mr R's complaint, namely whether Admiral treated him unfairly in the way they dealt with his claim.

These are the reasons for my decision:

- The starting point is the policy terms. They say that Admiral won't pay for any claim where *"There are no visible signs of forced or violent entry to the storage locations or specified vehicle."* In this case Mr R's claim was for the loss of his tools following their theft from his vehicle. The main issue for me to determine in this complaint is therefore whether Admiral applied this exclusion unfairly when declining Mr R's claim.
- When considering the claim Admiral appointed an engineer to inspect Mr R's vehicle and consider whether there was any evidence of visible signs of forced or violent entry to it. The engineer's conclusions were that whilst there was evidence of minor damage, this was consistent with general wear and tear given the age and mileage of the vehicle. His view was that theft is generally more aggressive and he would have expected to see more damage to support forced or violent entry. He also concluded that it was more likely in this case the vehicle was left unlocked by Mr R. It was on this basis that Admiral declined Mr R's claim. I've thought about the conclusions reached by Admiral in light of that report and the evidence presented by Mr R to support that there was forced entry in this case. Weighing up everything, I'm not persuaded by what Mr R says. That's because the evidence he has supplied does not convincingly establish the condition of the vehicle before his tools were stolen. And whilst he's provided an account from the dealer he purchased his vehicle from 11 days before the theft setting out that the vehicle was not damaged, I don't think this persuasively establishes that it did not have minor scratches

on it either at the time of sale or in the intervening 11 days before the theft. Given the age and mileage of the vehicle, I would expect it to have some minor signs of wear and tear, such that when sold it would not have been in showroom condition. Equally the photographs Mr R supplied Admiral with were not sufficient to show the condition of the vehicle before his tools were stolen. So, whilst I sympathise with his position, I'm not satisfied that the evidence he's supplied supports that his vehicle was showing signs of forced or violent entry in this case, such that Admiral needed to pay his claim.

- Mr R has made several submissions in support of his complaint. For clarity there is no requirement for Admiral to prove "*sufficient*" damage as Mr R suggests, just that there were visible signs of forced or violent entry to the vehicle and in this case. I think it was reasonable from the evidence available to Admiral to conclude that this had not been made out here. That's not to say that either Admiral or this Service take the view that Mr R lied about his claim, but rather that he has been unable to establish that the policy engages in his claim.
- Mr R says that Admiral's approach to his claim fails to consider every possible method of his tools being stolen. Given the term I've quoted above, I don't think they needed to adopt such an approach here. The policy only engages in very specific circumstances, namely where there are visible signs of forced or violent entry. In this case there is not enough evidence to support that this was the case. So, Mr R's assertions about black paint being present on his vehicle in addition to the scratches he has referenced, or the fact that the working condition of his lock was not checked by the engineer, don't to my mind support this any further. For that reason, I don't think Admiral did anything wrong here.
- I turn now to the time it took Admiral to deal with Mr R's claim. From what I've seen the engineer carried out his inspection within 14 days of the theft of Mr R's tools. Less than a month later, Admiral confirmed their decision to decline the claim. This was after they carried out various investigations to ascertain whether there was enough evidence to prove there were visible signs of forced or violent entry in this claim. I don't think this was unreasonable given the context of the claim and the fact that Admiral did seek as much evidence as they could to help consider whether the claim was one they could pay. For that reason, I don't think they caused any unreasonable delays here.
- Given my findings that Admiral did nothing wrong, it follows that Mr R is not entitled to anything in respect of the losses he is claiming. So, whilst I appreciate why he found the claim both inconvenient and distressing, I can't say that this is due to something Admiral did wrong.

### **My final decision**

For the reasons set out above, I don't uphold Mr R's complaint against Admiral Insurance (Gibraltar) Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 5 February 2026.

Lale Hussein-Venn  
**Ombudsman**