

The complaint

Mr N complains that Admiral Insurance (Gibraltar) Limited (“Admiral”) responded unfairly to his claim on a motor insurance policy.

What happened

The subject matter of the insurance, the claim and the complaint is a sports utility vehicle made by a premium-brand vehicle maker and first registered in 2019.

Mr N acquired the car in 2022, subject to a finance agreement.

According to its MOT history, the vehicle had a test on 22 October 2024 with a recorded mileage of about 26,400.

For the year from early November 2024, Mr N had the car insured on a comprehensive policy with Admiral.

Mr N reported to police and to Admiral that on 16 January 2025, someone had stolen the car from outside his home.

On about 27 January 2025, Mr N told Admiral that he’d bought the car with two keys, but one of them had been missing for about two years. Mr N sent Admiral the only key he said he had.

Admiral sent the key to a locksmith. By a report dated 5 February 2025, the locksmith reported that someone last used the key on 2 August 2024 when the vehicle had a recorded mileage of about 26,100.

By late February 2025, Mr N had complained to Admiral (“the first complaint”) about delay, lack of updates and having to continue to make payments under the finance agreement.

Admiral arranged for one of its investigators to interview Mr N. On about 15 March 2025, Admiral received a report from its investigator.

By a final response dated 17 March 2025, Admiral turned down the first complaint. It said it was still investigating the claim.

Mr N brought the first complaint to us.

In July 2025, Admiral declined or “repudiated” the theft claim. It said the following:

“We believe that there has been a deliberate attempt to mislead us over the circumstances surrounding the incident and as result we have no option but to repudiate your claim...”

Your policy will remain cancelled, and we will cancel or void all other policies to which you are connected within [group company] by 00.01 on 16/07/2025. We will seek to recover any costs we have incurred and will not return any premium”

Admiral quoted policy terms as follows:

General condition 3: Care of your vehicle

General condition 9: Fraud and Misrepresentation

Mr N made a formal request to Admiral for personal data.

Our first investigator didn't recommend (on 7 August 2025) that the first complaint should be upheld.

Mr N didn't ask for an ombudsman to review the first complaint.

Mr N complained to Admiral ("this complaint") about delay in reaching a decision on the claim, lack of updates, delay in providing data, the repudiation and having to continue to make payments under the finance agreement.

By a final response dated 29 August 2025, Admiral accepted the complaint about delay in reaching a decision on the claim, lack of updates and delay in providing data. Admiral said it was sending Mr N £100.00 compensation for distress and inconvenience and £25.00 as an apology for the delay in responding to this complaint.

By the final response dated 29 August 2025, Admiral turned down this complaint about the repudiation. It included the following:

*"Claims then reached the decision they would be unable to deal with the claim as they felt the incident did not happen in the manner described to us.
As per the terms and conditions of your policy under General Condition 9: Fraud and Misrepresentation, it is stated that you must always answer our questions honestly and provide true and accurate information. It has been felt this term of the policy was not adhered to.
Under General Condition 3: Care of your vehicle it states that you must remove and secure any keys or device that allows access to your vehicle; if it is left unoccupied. As you were unaware of the location of your key it was felt this term was also breached."*

Mr N brought this complaint to us in September 2025. He asked us to direct Admiral to settle the claim.

Our second investigator didn't recommend (on 11 October 2025) that this complaint should be upheld. She thought that the actions Admiral took in declining the claim and voiding the policy were in line with Consumer Insurance (Disclosure and Representations) Act 2012 ("CIDRA").

Mr N disagreed with the second investigator's opinion. He asked for an ombudsman to review this complaint. He says, in summary, that:

- CIDRA governs statements at purchase/renewal.
- He did not lie or try to deceive.
- The correct test is whether he took reasonable precautions.
- He recorded and has a transcript of the interview. Admiral's investigator's report doesn't properly reflect the transcript.

- The key use date isn't proof of dishonesty.

The second investigator said (on 20 October 2025) that she accepted Mr N's point about CIDRA. However, she said that the forensic evidence showed that the key Mr N remained in possession of hadn't been used for quite some time before the theft i.e. it wouldn't have been the key last used with the vehicle.

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.

In ordinary English, the word "misrepresentation" may mean an inaccurate description. However, in a legal or insurance context, "misrepresentation" means an inaccurate pre-contract statement.

CIDRA applies to misrepresentation when a consumer enters into or varies a contract of insurance. So CIDRA has no application to later inaccurate statements in support of a claim.

Admiral's general conditions included the following:

"3. Care of your vehicle

You and any other insured person must:

- *protect your vehicle from loss or damage*

...

- *remove and secure any keys or device that allows access to your vehicle; if it is left unoccupied*

...

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:

...

- *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."

That's not an uncommon term in motor policies. We don't think it's unfair to exclude a claim where a vehicle is left with a key in or on it and the vehicle is unattended.

Admiral's general conditions also included the following:

"4. Cancelling your policy

...

Our cancellation rights

We can cancel your policy at any time by sending seven days notice in writing to your last known address if:

- *you break any of the following General conditions: 2, 3, 5, 9, 11, 14., 15, 17 or 18*

...

We may also cancel your policy with immediate effect if you break any of the following General conditions: 2, 9 or 15."

General condition 9 was as follows:

“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

...

- 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...”*

That condition uses the word “misrepresentation” only in its heading and in its ordinary meaning.

Mr N has provided screenshots of the vehicle’s app showing that it was locked and windows closed around the time of the reported theft.

Also Mr N has provided a comparative analysis of his recording of the interview and Admiral’s investigator’s statement of what he said.

One test is whether Mr N took reasonable precautions to protect his vehicle from loss. A more specific test is whether he removed and secured any keys or device that allowed access to the vehicle when he left it unoccupied and unattended.

However, the most relevant test, in my view, is whether Mr N provided false or misleading information.

Mr N said he only had one key and he gave that key to Admiral. However, the locksmith’s evidence told Admiral that this wasn’t the key that Mr N used at all times since 2 August 2024 including when he parked the car on the evening before the theft. Mr N has provided no explanation to rebut that.

So I don’t find it unfair for Admiral to conclude that Mr N must’ve used another key, that he’d said he hadn’t had. And I don’t consider that Admiral treated Mr N unfairly by concluding that he had provided false or misleading information about how many keys he’d had and how the theft happened.

Admiral declined the claim, cancelled the policy and didn’t refund the premium. I consider that all these steps were in line with General Condition 9 and not unfair. So I don’t find it fair and reasonable to direct Admiral to settle the claim by paying the pre-loss value of the vehicle.

It follows that, as Mr N had previously agreed to make payments to the finance company, I don’t find it fair and reasonable to direct Admiral to compensate him for the balance due to the finance company.

I’ve seen that Admiral was responsible for delay and poor communication between mid-March 2025 and late August 2025. That included delay and poor communication around the

report it received in March 2025 and its failure to follow up its own request for information about the data request in July 2025.

I've thought about the delay and poor communication and the nature and duration of their extra impact on Mr N at an already difficult time for him. I've thought about what I would've found it fair to direct Admiral to pay as compensation for distress and inconvenience if Admiral hadn't made its payments.

I'm satisfied that the total of £125.00 is fair and reasonable and in line with our published guidelines for compensation for distress and inconvenience.

In conclusion, I don't find it fair and reasonable to direct Admiral to do any more in response to this complaint.

My final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct Admiral Insurance (Gibraltar) Limited to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 13 March 2026.

Christopher Gilbert

Ombudsman