

The complaint

Mr S complains that Admiral Insurance (Gibraltar) Limited continues to decline a claim he made on his motor insurance policy.

What happened

Mr S held a motor insurance policy with Admiral. Mr S made a claim to Admiral for damage he said was caused by an accident.

Ultimately Admiral declined his claim. It had concerns around the validity of the claim and noted that some previous damage to the car hadn't been repaired and required proof these repairs had been carried out.

We looked into Mr S's previous complaint and said at the time it was made, Admiral's decision was reasonable.

This complaint is about Admiral's consideration of further evidence, not its original decision.

Admiral wasn't satisfied the new information Mr S provided evidenced he'd completed repairs to his car, so it maintained its decline of his claim.

Mr S didn't think that was fair and brought his complaint to the Financial Ombudsman Service.

Our Investigator thought Admiral was acting reasonably by continuing to decline Mr S's claim. She thought it was reasonable for it to say that the evidence Mr S provided didn't show that the car had been repaired prior to the claim being made.

Mr S didn't agree, asked for an Ombudsman's decision, and provided a further bit of evidence, an invoice, which he said evidenced he'd had the car repaired.

Admiral said it hadn't seen this invoice before we sent it to it. Mr S said it was something he'd sent Admiral before it sent its most recent final response letter (FRL).

Our Investigator asked for evidence from Mr S to show he'd sent this information to Admiral before it issued its FRL. To date, nothing has been provided.

I issued a provisional decision which said:

"I'm satisfied Admiral's continued decline of Mr S's claim, at the time it answered his complaint was reasonable based on the evidence it had at the time.

But, I do think Admiral should consider the invoice Mr S has provided and consider what this means for the claim.

Ultimately Admiral are continuing to not pay Mr S's claim because it says there's no evidence he fixed his car before the incident – specifically an oil leak. We've already looked into a complaint that found Admiral's reasons for declining Mr S's claim were reasonable –

so I'll not be revisiting that. What I'll be considering is whether the new information Mr S provided, is enough to evidence Mr S having the repairs carried out.

I can't see and haven't been provided anything, to support Mr S sending Admiral the invoice in question prior to it issuing it's FRL on this complaint, or indeed even before our Investigator issued her assessment of his complaint.

So, based on the information available to Admiral at the time it made its decision, I find that decision reasonable. The additional information available to it at that time was in the form of SMS messages. And I've seen Admiral looked into those and carried out further investigations but was still unsatisfied that the oil leak to Mr S's car had been repaired prior to his claim. I'm satisfied that was a reasonable decision.

But (on the current position that there's no evidence it was sent earlier), there is now evidence which Mr S says shows the oil leak was repaired – an invoice.

Admiral hasn't properly considered this information, not in the way it considered the SMS messages. But it's said this invoice doesn't show the oil leak has been repaired. I'm not persuaded by that at this stage. The invoice clearly lists repairing an oil leak.

So, while I'm satisfied Admiral's position at the time the complaint was referred to us was reasonable, I think there's more it needs to do now to ultimately reach a fair outcome for itself and Mr S. To do that, it should now assess the invoice Mr S provided and come to a decision on whether this means the claim should be paid. If it does, I'd expect Admiral to take appropriate steps in putting things right for Mr S. These would likely include adding interest to any settlement, and compensating Mr S for any financial losses, as well as the distress and inconvenience caused. If Mr S isn't happy with Admiral's response to this, he may want to raise a further complaint.

Admiral, in response to this provisional decision may decide to come back to me with its findings on the invoice. However, to be clear, I don't consider this part of this complaint and any dispute around this will need to be addressed separately."

Mr S accepted that decision.

Admiral responded commenting on the invoice. But I pointed out that any response to the invoice wasn't considered as part of this complaint.

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 see no reason to depart from the findings made, or the outcome reached in my provisional decision set out above.

Therefore, my final decision reflects that decision set out above, both in terms of it's outcome and reasoning.

My final decision

For the reasons set out above, I don't uphold this complaint. But, Admiral Insurance (Gibraltar) Limited now needs to assess the invoice it's been provided and provide a response to Mr S as to what this means for his claim.

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

reject my decision before 1 December 2025.

Joe Thornley
Ombudsman