

The complaint

Mr M complains that Admiral Insurance (Gibraltar) Limited failed to take into account new information he provided to it after it had cancelled his motor insurance policy.

What happened

Mr M's car was stolen in 2023. Admiral declined the claim he made at the time on the basis that Mr M had deliberately misled it about the number of keys that were issued with the car and had failed to protect it from damage or loss. Mr M complained to us about Admiral's decision, but in October 2024 an Ombudsman considered his complaint and didn't uphold it.

Mr M told us in June 2025 that he had since presented Admiral with new evidence that the person who stole his car had been prosecuted. He said he was the victim of a crime and wasn't linked to any criminality. He said Admiral hadn't carried out a substantive review of that information or considered the proximate cause of the loss or the fairness of its decision.

One of our Investigators reviewed Mr M's complaint. He said Admiral had reviewed Mr M's new submission to it and had concluded that it made no difference to its decision, as there was still nothing to show that one of the car's original keys wasn't used in the theft.

Mr M said there was no conclusive evidence about how the car was taken, so Admiral should base its decision on the dominant cause of the car's loss (the theft). He said even if there had been a *technical* breach of the policy, the claim shouldn't have been declined without clear evidence that the breach caused or contributed to the theft.

Subsequently, Mr M said Admiral had imposed a charge of around £800 on him for the cost of its investigation of his claim. The Investigator said the latter issue was new and would have to be put to Admiral first, but Mr M said it had been raised previously.

As there was no agreement, the complaint was passed to me for review.

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.

I can't review anything that has already been reviewed by another Ombudsman. So I can't comment on the factors that led to Admiral declining Mr M's claim, the fairness of its decision, how it assessed the proximate cause of the loss - or comment on the previous Ombudsman's decision that Admiral acted fairly and reasonably.

The previous Ombudsman commented on the fact that a prosecution was pending relating to the theft. But he said it wasn't evidence of how the car was stolen, so he couldn't say Admiral was wrong to decline the claim based on that.

Since then there have been developments that Mr M has put forward as new evidence. The person responsible for the theft has been convicted, and the prosecutor has confirmed that in writing. Undoubtedly, Mr M is a victim of crime, as the prosecutor has pointed out. He was called as a witness, and the prosecutor is sure he wasn't involved in the theft. But Admiral has never suggested that was the case. Its decline was based on the breach of policy conditions. The available evidence about the car's second key led to Admiral's decision that it must have been used in the theft, and that it had been misled by Mr M.

I think Admiral has shown that it considered the very limited new information Mr M put forward, but it didn't think it was relevant. Its response to him was brief, but in my opinion that was because there was no substantive evidence to review. I don't think Admiral was required to go over all the facts pertaining to the previous complaint in its reply to Mr M's second complaint. And an Ombudsman had already concluded that Admiral acted fairly in relation to the first complaint. In relation to Mr M's second complaint, I don't think Admiral has acted unreasonably in not changing its decision to decline the claim and cancel the policy in the light of the new information Mr M put forward.

I've seen no evidence of Mr M having complained to Admiral about its £800 charge. When the Investigator said that was a new issue, Mr M said it had been raised with Admiral and with us, and that the relevant emails were attached. The first attached email (sent to us on 30 May 2025) refers to a letter from the prosecutor about Mr M being a victim of crime. The second attached email (sent to Admiral on 3 June 2025) refers to the new evidence and to the first complaint. The £800 charge isn't mentioned in either of these emails.

If Mr M thinks the charge has been applied to him unreasonably he will have to complain to Admiral about that in the first instance. If he isn't satisfied with its response, he can ask us to review his complaint about the issue then.

I sympathise with Mr M, as understandably he's very upset by the theft of his car and by the inconvenience, the severe financial consequences and the great stress that followed. But I don't think Admiral has acted unreasonably in deciding not to overturn the claim's decline or the cancellation. So I can't uphold Mr M's complaint.

My final decision

My final decision is that I don't uphold this complaint. Under the Financial Ombudsman Service's rules, I must ask Mr M to accept or reject my decision before 27 January 2026.

Susan Ewins

Ombudsman