

## **The complaint**

Mr F's representative complains on his behalf that Admiral Insurance (Gibraltar) Limited (Admiral) unfairly declined to settle his claim on his motor insurance policy.

Reference to Mr F, or his representative, will include the other.

There are several parties and representatives of Admiral involved throughout the complaint but for the purposes of this complaint I'm only going to refer to Admiral.

## **What happened**

Mr F's car was stolen from outside his house. After reporting this to the police he reported it to Admiral.

Admiral's approved partner interviewed Mr F about the circumstances surrounding the theft and the theft itself. When requested by Admiral, Mr F sent in both car keys. They were inspected by a locksmith who concluded one key appeared to be a key that wouldn't normally be able to be programmed to the model of Mr F's stolen car.

Admiral said this was inconsistent with the information Mr F had provided, in which he had said he had only ever had two sets of keys and that he had tested both keys the day before the theft.

Admiral declined to settle Mr F's claim. It said it believed he had made a deliberate attempt to mislead it over the circumstances surrounding the incident. His policy was cancelled.

Because Mr F was not happy with Admiral, he brought the complaint to our service.

Our investigator upheld the complaint. They looked into the case and said Admiral hadn't provided persuasive evidence that it is more likely than not that Mr F acted dishonestly when making his claim. They said Admiral should obtain the car manufacturer key report and then reconsider the claim following a full investigation and review of all evidence before making a fresh decision. They said it should pay £250 for the distress and inconvenience caused to Mr F because it declined to settle his claim before key verification evidence was obtained.

Mr F is unhappy with our investigator's view. He said he didn't agree to any further investigation, therefore the complaint has been brought to me for a final decision to be made.

## **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.

The circumstances of the theft of Mr F's car are that it was stolen from outside his house at some time after he arrived home on 4 March 2025 in the early evening and the following morning when he noticed it missing at around 10am. He had both keys in his possession

after the theft and he provided them to Admiral. Mr F said the car was listed for sale and had been viewed, at his place of work, by a potential buyer he didn't know the day before the theft. He confirmed the potential buyer of the car wasn't left on his own with the car or provided with a key/remote.

I looked at the locksmith's report. It said the two keys Mr F had submitted as belonging to his stolen car were for different technologies, and to the best of its knowledge they were not interchangeable on a vehicle. The report said this suggests one of the keys was not for Mr F's car and is programmed to another vehicle. I saw the report also says "*The keys would need to be sent to \*CAR MANUFACTURER for identification against their records with regard to the Key ID code.*"

At the start of June 2025 Admiral declined to settle his claim and concluded Mr F had been dishonest and said that one of the keys must have been left in the car.

Mr F's representative challenged this decision and suggested that the unknown potential buyer may have switched keys when they viewed the car the night before the theft. He said during the demonstration, Mr F handed over one key to the potential buyer to show that the vehicle indeed had two keys. He said it is entirely plausible that the buyer swapped the key during this demonstration, facilitating the theft later.

Admiral said although the keys could've been swapped by the potential buyers Mr F confirmed in both a face to face interview and during a phone call that he'd not handed a key to the potential buyer and had not disclosed his home address. And he said he'd tested both keys the day before the car was stolen and they worked. Admiral maintained its decision not to settle the claim.

Mr F's representative continued to contest Admiral's decision. He said because English was not Mr F's first language he requested he was involved in the claim. He said this had not happened. Although I acknowledge this request, I heard Admiral did give opportunity for Mr F to have a representative present during the required interview and offered to call him back when his representative was present.

In this case, Admiral didn't obtain the evidence from the car manufacturer which would confirm for certain if both or just one of the keys were programmed to Mr F's stolen car. I don't think it was fair to rely just on the locksmith's report, because it had not concluded with 100% certainty that one or both of the keys were not for his car.

Admiral has declined to settle Mr F's claim but the reasons given for the decline have changed since it was initially declined at the start of June 2025, therefore it's not totally clear of the specific reason for decline. I found Admirals response to the complaint is also unclear. I am not persuaded a definitive explanation, supported by evidence to substantiate its reason to decline the claim due to dishonesty, has been provided.

I acknowledge Mr F's representative wants me to provide an outcome that requires Admiral to settle the claim in line with the policy without further investigation. However I am unable to tell Admiral or any insurer how to settle a claim. In this case I don't think Admiral has considered all the evidence available. Obtaining the manufacturer key report could confirm both keys do belong to the stolen car, which would support Mr F's initial version of events.

I don't think Admiral provided a good level of customer service when considering the details of the claim in this case. It hasn't provided a specific reason, supported by persuasive evidence, that it is more likely than not that Mr F made the claim dishonestly.

Therefore I uphold Mr F's complaint.

## **Putting things right**

I require Admiral to obtain the car manufacturer key report and then reinvestigate Mr F's claim. It should fully review and reconsider all the evidence (including the car manufacturer findings) before providing a clear decision on the outcome of the claim. Pay £250 for the distress and inconvenience caused, in declining to settle his claim for the reason of dishonesty without obtaining all the evidence available to it.

## **My final decision**

For the reasons I have given I uphold this complaint.

I require Admiral Insurance (Gibraltar) Limited to;

- Obtain the car manufacturer key report. Then fully review and reconsider all the evidence (including the car manufacturer findings) before providing a clear decision on the outcome of Mr F's claim.
- Pay £250 to Mr F for the distress and inconvenience, in declining to settle his claim for the reason of dishonesty without obtaining all the evidence available to it.

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

Sally-Ann Harding  
**Ombudsman**