

The complaint

Mrs T complains about poor customer service from Admiral Insurance (Gibraltar) Limited, particularly the length of time taken to deal with an appeal against the decline of a claim she made under her motor insurance policy.

What happened

The background to this complaint is well known to the parties, so I won't repeat all the details here. In brief summary, in April 2022, Mrs T's car was stolen overnight. Mr T – a named driver on the policy – reported the theft to the police in the morning, when the car was discovered missing.

In November 2022, Admiral repudiated the claim, saying that key analysis indicated one of the keys handed in by Mrs T had last been used after the theft was reported. Admiral said it could not accept the incident happened in the manner reported. Admiral cited the policy terms and conditions relating to fraud and said it believed there had been a deliberate attempt to mislead over the circumstances surrounding the incident.

Mrs T immediately appealed against the repudiation. And she submitted additional evidence to Admiral in March 2023.

In January 2025, Mrs T complained to Admiral about the delay in responding to her appeal request. Mrs T referred to the lack of substantive correspondence regarding Admiral's further investigations, arguing that any further enquiries at this stage were unreasonable and unnecessary.

The complaint was not upheld. In its response of March 2025, Admiral said its decline position remained the same but that it was considering the case further. This would take some time.

Mrs T came to the Financial Ombudsman Service, but our investigator didn't uphold her complaint. Mrs T asked for an ombudsman to review everything and issue a final decision, so her complaint has come to me.

In December 2025, I issued a provisional decision. In it, I said:

I'm intending to uphold this complaint. I'll explain my reasons, focusing on the points and evidence I think are material to the outcome of the complaint. If I don't mention something specifically, it's not because I haven't read and thought about it. Rather, I don't consider it changes my overall provisional decision.

Insurers are required to handle claims promptly and fairly, provide appropriate information on the progress of a claim and not unreasonably reject a claim. The issues in this complaint relate to customer service. Mrs T has been clear that she is not complaining about the claim

decision itself, pending a formal response to her appeal request, which, as far as I'm aware, remains outstanding.

Admiral argues that Mrs T's version of events has changed post-repudiation. A business is entitled to conduct appropriate enquiries to validate or decline a claim and I can see from the claims notes that Admiral did pursue further lines of enquiry in relation to Mrs T's appeal evidence.

As far as I can see, the only line of enquiry that remains outstanding is receipt of the police report. I consider this central to the outcome of this complaint. So I've focused on the history of this request and Admiral's ongoing efforts to obtain the police report.

In the circumstances of Mrs T's claim – the keyless theft of a vehicle – it would be common practice and a reasonable line of enquiry to request a police report. I note that the provision of information by third parties is not something over which Admiral has control. Nevertheless, I'd expect to see a timely request, regular chasing of the report and review of progress towards resolving the claim – in this complaint, the claim appeal.

The claims notes show that Admiral made some enquiries with the police in March 2024. But at this stage, did not appear to request the police report itself. I've noted that a full case review was conducted in early November 2024. Under recommendations, the reviewer said:

'no PR applied for – they verbally conf keyless theft, but we need report, so we should apply.'

The police report was applied for just over five weeks later, in December 2024. I've seen a couple of further entries in February and May 2025 referring to the police report being outstanding. But there's no accompanying record in the notes of any proactive chasing of that report.

I've not received any explanation as to why the police report wasn't requested until December 2024 or what action has been taken to chase up the report. On the information I have seen, this seems to me a significant failing which continues to delay resolution of Mrs T's claim appeal.

I've also seen evidence which indicates that Mrs T has not always received timely responses to her requests for updates and information. It appears she has been left somewhat 'in the dark' about the status of her appeal and when a formal appeal decision will be made. Given the nature of the repudiation and the implications for a customer of having a claim declined on the basis of fraud, I think this is a particularly significant and important matter for Mrs T.

To my mind, Mrs T is entitled to know what is happening with her appeal against repudiation. Her appeal remains an ongoing situation and she has struggled to get clear answers as to why matters are taking so long. I'm presently inclined to conclude that Admiral has not pursued matters as speedily as it could have, thereby extending the length of time Mrs T has waited for a formal response. I think this level of service falls below that expected under regulatory standards and has caused considerable distress and significant inconvenience.

In view of the avoidable delay and lack of timely updates, I intend to make an award of £750 compensation in recognition of the distress and inconvenience caused by Admiral's poor customer service.

I gave both parties two weeks to provide any further comments or evidence they wished me to consider.

Admiral responded to my provisional decision, providing more information about its efforts to obtain the police report. Mrs T did not respond to the decision. As the deadline has now passed, I consider it appropriate to issue my final 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.

As I've not received any additional information from Mrs T, my focus here is solely on the additional information received from Admiral in response to my provisional decision. The timeline provided gave a fuller picture of the setbacks Admiral has had in obtaining the police report. However, no explanation was provided for why the report was not sought earlier in the claim or appeal process.

In February 2025, the police told Admiral it would need to contact a specific email address, as the initial theft report had been provided by a third party – a named driver under the policy. But Admiral didn't action this information until May 2025. And when it did, the email bounced back with access denied, as it was sent from an external address. No further action was taken until July 2025, when Admiral was given the same address and again access was denied.

In September 2025, Admiral again contacted the police and was given an alternative email address. An email was sent to the new address in October 2025. This was also undeliverable. Further chasers were sent, trying to obtain an accessible contact point in November and December 2025.

As I've said previously, Admiral is entitled to make enquiries to validate or decline a claim – or in this case, to respond to an appeal against repudiation. The main focus of my decision has been on Admiral's efforts to obtain the police report. The information from Admiral does evidence the difficulties encountered. But I'm mindful that it also shows ongoing delay when information was received but not acted upon for many weeks.

I therefore remain of the view that Admiral has not pursued matters as speedily as it reasonably could have, causing considerable distress and significant inconvenience.

Putting things right

For avoidable delays and a lack of timely updates, Admiral should pay Mrs T £750 compensation in recognition of the distress and inconvenience caused by its poor customer service.

My final decision

I uphold this complaint and require Admiral Insurance (Gibraltar) Limited to pay Mrs T £750 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T to accept or reject my decision before 26 January 2026.

Jo Chilvers
Ombudsman