

The complaint

Mrs J complains on behalf of Mr C about how Admiral Insurance (Gibraltar) Limited ("Admiral") declined a claim under his motor insurance policy. Mr C is represented in this case, but for ease I'll refer to him throughout. When I mention Admiral I also mean its suppliers and investigators.

What happened

Mr C had a motor insurance policy with Admiral covering his car.

In the early hours of 15 April 2022 Mr C says he was called by the police who'd found his car which had been involved in an incident. He said he was woken up by the call.

The car had been taken from outside his house using his keys. Mr C thought his keys had been stolen using a technique known as 'fish hooking' as there wasn't any damage to his house.

The car was recovered and inspected. It was damaged and Admiral declared it beyond economical repair. It said it was a category S write off.

Admiral asked Mr C for evidence about how he'd found out about the theft. It found some inconsistencies in his version of events, and it declined his claim.

Mr C's complaint includes delays to his claim, that he didn't get calls back when they were promised, and the decision on his claim. Admiral paid him £50 for not calling him back. But it didn't uphold the rest of his complaint.

Mr C remained unhappy and brought his complaint to this service. Our investigator looked into it and didn't uphold it. She said she thought Admiral acted fairly in its investigation of the events of that night. Mr C hadn't provided it with all the information it had asked for and what they had wasn't explained to its satisfaction. She said that Admiral didn't unavoidably delay a complex claim that needed investigation.

Mr C didn't agree with the view and asked that his complaint was reviewed by an ombudsman. So it has been passed to me to make a 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.

Having done so, I'm not upholding Mr C's complaint. I realise this will be a considerable disappointment to him and I'll explain why.

Our approach in cases like this is to consider whether the insurer has acted in line with the terms and conditions of the policy, and fairly and reasonably.

Admiral said it had declined Mr C's claim because he'd failed to explain why he'd used his

phone repeatedly between the hours of 0000 and 0100 when he said he was asleep. Admiral were able to evidence that his crashed car was reported to the police around 0025, and someone had called him around 0054, apparently waking him up. But his phone had been used several times to various numbers, including a non-emergency number and the emergency number, between those times.

The police report shows that the car incident was reported around 0025 and they were told about the theft of it around 0048. These inconsistencies in Mr C's statement led to his claim being declined. It also asked Mr C for further evidence about calls before and after this time period, but Mr C didn't supply these.

In response to its questions, Mr C has focused on the evidence used by Admiral about the calls, which were from a screenshot on his phone rather than from his network provider. What I would say is that this information was supplied by Mr C to Admiral and in the absence of further information about the calls, it's not unreasonable for Admiral to rely on it in its investigation.

As I have said, it's not this service's role to assess the claim, only to explore whether Admiral has acted fairly. And in this case I think it has. There are inconsistencies in Mr C story that haven't been explained to Admiral's satisfaction. I think its investigation has been fair and reasonable, and therefore Admiral's declination of Mr C's claim is also fair.

I've also thought about Mr C's complaints about delays during his claim. Having read the file I can see that Admiral encountered delays in obtaining the police evidence and has repeatedly asked Mr C for information it didn't receive. Its final response to him was sent in October 2022, and I don't think this timescale is unreasonable in the circumstances or that Admiral caused unnecessary delays.

In later correspondence I can see Mr C has said he's not sure what has happened to the car and his personal belongings that were inside. He should contact Admiral and his finance company to find out more about this, but it's not something I can consider here.

My final decision

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 20 October 2023.

Richard Sowden
Ombudsman