

## The complaint

Mr M complains that Admiral Insurance (Gibraltar) Limited (“Admiral”) declined a claim under his motor insurance policy.

## What happened

Mr M had a motor insurance policy with Admiral.

His car was stolen from outside a friend’s house in June 2022 and he made a claim.

Admiral looked into his claim. Mr M told it that he’d lost the main key about two weeks beforehand, so he’d been using a spare key to drive the car including the journey to the friend’s house.

The car was later found and the main key was inside it. The car was heavily damaged and was written off by Admiral.

Admiral carried out a forensic analysis on the spare key. It said the key held data showing it had been used at a lower mileage than recorded on the car. Admiral said this meant it couldn’t have been used as Mr M said.

Admiral declined Mr M’s claim. It said it believed the car had been stolen using the main key, which it thought Mr M had left in the car. It thought Mr M hadn’t taken enough care to look after the car.

Mr M complained. He said he thought the main key had been lost whilst he was in a bar about two weeks before the theft of the car.

He later said the key might have been stolen from the friend’s house in a burglary, again about two weeks before the theft of the car.

Admiral didn’t uphold his complaint, so Mr M approached this service.

Our investigator looked into Mr M’s complaint and upheld it. He said that although there were discrepancies with the data on the spare key, he didn’t think Admiral could definitively show that the main key had been used to steal the car or that it had been left unlocked. So he thought Admiral couldn’t rely on the exclusion. He said it should pay the claim, plus interest.

Admiral didn’t agree with the view, so this complaint has been passed to me to make a final decision.

I issued a provisional decision to allow the parties to consider the matter further.

*I’m intending upholding Mr M’s complaint, but I’m issuing this as a provisional decision as my reasoning is the same as our investigator’s, but my intended decision is different.*

*It’s important that I say it’s not my role to determine how the theft occurred. My role is to consider whether Admiral behaved fairly when investigating the claim and that its*

*conclusions are supported by the evidence.*

*I've looked at Admiral's policy wording. I can see this section which Admiral has used to reject Mr M's claim:*

*"General conditions*

*If an incident happens, which is directly or indirectly caused or contributed to by any of the following;*

- your vehicle being left unlocked or unsecured*

*No cover under the policy will be given and instead our responsibility will be restricted to meeting the obligations as required by Road Traffic Law."*

*It's not for Mr M to show how his car was stolen, he only needs to show he has an insured loss. It's for Admiral to show why its policy doesn't provide cover.*

*Admiral has told this service that it believes the car was stolen using the main key. It points out that if Mr M had lost the key in a bar, then it's very unlikely that the finder of the key would have known where the car was situated to be able to take it.*

*I agree with Admiral about this being unlikely, but it doesn't necessarily mean that the key was left in the car per the wording it used to decline the claim.*

*Mr M has also provided details of a burglary at the friend's address when it's also possible that the key could have been taken. I can see this event was reported to the police. If the key was taken during the burglary, then the thief would be reasonably aware that the car would return at some point and could be easily taken at some later point.*

*Given this explanation, I can see that Mr M's car could have been taken in a sequence of events like this.*

*Taking all this into account, I don't think Admiral has reasonably shown that the keys were in the car and that it was stolen because of this.*

*For the reasons I've discussed above, I don't think Admiral can reasonably decline the claim on the basis it has.*

*So I think it's fair that Admiral reconsiders Mr M's claim based on the remaining policy terms.*

*For clarity, this doesn't mean Admiral must accept the claim, only that it should consider it without relying on the general condition mentioned above that it has used to reject the claim.*

## **Responses to my provisional decision**

Mr M didn't have anything to add to my provisional decision and Admiral didn't respond.

## **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.

Because both parties had nothing to add, or didn't respond, my final decision and reasoning remains the same my provisional decision.

**My final decision**

It's my final decision that I uphold this complaint.

I require Admiral Insurance (Gibraltar) Limited to reconsider Mr M's claim on the remaining policy terms.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 14 November 2023.

Richard Sowden  
**Ombudsman**