

The complaint

Mr A complains about how Admiral Insurance Company Limited (“Admiral”) declined a claim for the theft of his car under his motor insurance policy. When I mention Admiral I also mean its suppliers and investigators.

What happened

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

In February 2022 Mr A realised his car had been stolen from outside his home. He reported the theft to the police and made a claim.

Admiral looked into his claim and Mr A told it that he’d only ever had one key for the car, which he gave to Admiral. The key is a card-like device, but for ease I’ll refer to it as a key.

The car was found by the police and it had a key inside it.

Mr A’s partner said she’d also had a key but she thought she’d lost it.

Admiral declined the claim. It said Mr A hadn’t key his keys securely or away from the car.

Mr A brought his complaint to this service. He asks that Admiral settle his claim and that it answers his queries about the loss. He talks about his distress during the claim and subsequent investigation.

Our investigator looked into it and thought it wouldn’t be upheld. He said he thought Admiral acted fairly in its investigation of the events and had reached a fair outcome.

Mr A 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.

I’d like to begin by noting I’ve set out the background above in less detail than the evidence in the file. I want to assure Mr A that I’ve read and considered all the available information, including his responses and further questions to the investigator.

I’m not going to comment on every point made and raised. No discourtesy is intended by my approach which reflects the informal nature of this service as an alternative to the courts.

Having considered the information in the file, I’m not upholding Mr A’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.

I can see from the file that the car was taken from outside Mr A's home. He says he locked the car when he entered his home as he was moving DIY materials from the car into his house, which needed a few trips. He says he locked the car and its lights flashed.

When he found that the car was missing, he said there wasn't any glass on the floor – which is the typical result when a car has been taken by force used to smash a window.

Mr A's car used the key to unlock, start and relock it. The manufacturer said the car can't be locked with the key inside.

Admiral used an expert to write a report about the two keys. The expert reported that both keys had been used recently with the car. One showed it was probably a 'main' key and the other more as a 'spare'. The 'spare' was sent by Mr A to Admiral. The 'main' key was found in the car.

When the car was recovered, one of the windows had been damaged by apparently being forced down in some way. Admiral said the window could not have been forced down against the motor.

Mr A discussed various theories with Admiral about how the theft could have happened. These include the existence of a third key, or that the key was taken from inside his home while his back was turned. Mr A has also repeatedly questioned Admiral's responses. He says it has changed its version of events as the claim and complaint has evolved.

The relevant part of the policy wording is this:

"3. Care of your vehicle

You and any other insured person must;

- remove and secure any keys or device that allows access to your vehicle, if it is left unoccupied.*

Failure to comply with the above could affect the amount you are able to claim, result in the claim being refused and/or your policy being cancelled."

As I say above, it's not my role to establish how the car was taken. It's my role to examine Admiral's actions and decide whether it has acted fairly and reasonably.

In a situation like this, it's for Mr A to prove he's suffered an insured loss. And it's for Admiral to prove why it won't pay a claim.

In this instance, because the car was found with the 'main' key inside it, it seems reasonable to say it was likely that it was taken using this 'main' key.

In turn, it would seem reasonable to say that someone either stole or found the key, identified Mr A's car and then took it.

If the key was stolen from Mr A, then it's for him to prove it was stolen.

Having read the file of evidence, I'm not going to speculate about how this may have happened as there are many possibilities about what might have taken place.

In his later correspondence to this service Mr A talks about what may have happened and inconsistencies in Admiral's responses to him. I appreciate his comments but I don't think he's likely to get the certainty about what happened in February 2022, as neither party has

absolute proof.

It seems to me that the facts are that the car was taken and found with the key inside it. The lack of appropriate damage strongly indicates it was taken using the key. Admiral has investigated and found inconsistencies in Mr A's version of events both before and during the theft event, which haven't been explained by him to its satisfaction.

I don't think Mr A has reasonably proved that the key was stolen from him, so it follows that Admiral has acted fairly and reasonably in rejecting Mr A's claim on the basis it has.

So I don't uphold this complaint.

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 A to accept or reject my decision before 7 December 2023.

Richard Sowden
Ombudsman