

## **The complaint**

Mr and Mrs D complain about how Admiral Insurance (Gibraltar) Limited (“Admiral”) dealt with a claim they made on their motor insurance policy after their car was stolen.

The insurance policy covers both Mr and Mrs D but, for ease of reading, I’ll refer to Mrs D only throughout my decision.

## **What happened**

Mr and Mrs D have comprehensive car insurance with Admiral.

Mrs D says the car was stolen from the driveway in December 2023 when Mr D left the keys in the car and went into the house for a few minutes. Mr D had gone back into the house and went upstairs

The car was reported stolen and Admiral looked into the claim but ultimately declined it because the keys were left in the vehicle at the time of the theft.

Mrs D says it isn’t fair for Admiral to decline the claim as it hasn’t given due regard for the other circumstances of the case. She also says the clause about keys in the car wasn’t highlighted to her and was only included in the policy booklet, which can only be accessed online. It wasn’t sent out to her.

Mrs D says the car was leased and so she is still required to pay the monthly payment when she doesn’t have the vehicle, and she will need to pay the lease company for the full value of the car in November 2024 – and this is approximately £30,000.

Mrs D says she can’t afford to buy or lease a replacement vehicle which is causing a lot of stress. She wants Admiral to pay the claim and compensate her for the stress and inconvenience this matter has caused. So she complained to Admiral.

Admiral didn’t uphold the complaint. It said the terms of the policy are clear that no cover will be provided if the car is left unlocked, unsecure, and unattended.

Mrs D didn’t agree. So she referred her complaint to this service. Our investigator looked into things for her. He said he thought it would have been obvious that the car was running given it was a winter morning. He also said he didn’t think they were in a position to intervene in or deter the theft. And so he thought it was fair and reasonable for Admiral to decline the claim. Mrs D didn’t agree. So the complaint has come to me to decide.

## **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 can understand that Mrs D feels frustrated and disappointed by Admiral’s decision to decline the claim. I can see the matter leaves her considerably out of pocket. Our approach

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

#### *Claim decline*

Mrs D described the theft circumstances. The car was parked on the drive near the house and Mr D started the car to defrost it. He then left the car unattended while he went back into the house and up the stairs. The car could be seen from an upstairs window but Mr and Mrs D were checking on their child so their attention wasn't on the car the whole time. They realised there was an issue when they heard the car door slam and looked out the window to see the car being driven down the drive.

I can see the car was unlocked at the time of the theft, and Mr D had gone back into the house so the car was unattended at the time.

I have also considered whether Mr D was in a position to deter the thief or make a theft unlikely to take place. Mr D left the vehicle and went up the stairs. So I don't think he was in a position to intervene or deter the thief. Indeed, the thief was able to go up the drive and get into the car before Mr and Mrs D became aware of what happened. They heard the door close and had to look through a window to see what was happening. They were clearly not in a position to deter a thief.

Based on what I've seen I think had the key not been in the car, or had Mr D remained with the car, then this would have prevented the theft taking place.

I can see that Admiral relied on the following to decline the claim;

*"You and any other insured person must:*

- *Protect your vehicle from loss or damage*
- *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.*

*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."*

Admiral declined the claim because the car had been left unlocked and unoccupied. And so I don't think it was unfair for Admiral to rely on these terms to decline the claim.

#### *Terms of the policy*

I have seen a copy of the Insurance Product Information Document (IPID) for the policy. It says, *"You won't be covered if you leave your vehicle unlocked or unsecured."*

I think this is a common exclusion in motor insurance policies, and I don't find it unusual or unreasonable. But it is significant, and I would expect it to be set out in the policy wording and the summary or key facts document. And I can see the exclusion is included in the IPID.

So I think it was sufficiently brought to Mrs D's attention and its fair and reasonable for Admiral to rely on it.

### *Conclusion*

There is no dispute that Mr D left the keys in the car. Theft due to this is excluded from cover. And so I think it was fair and reasonable for Admiral to decline Mrs D's claim in keeping with the policy's terms and conditions.

And so I'm satisfied the car was left unlocked and unattended at the time of the theft. And I therefore think it was fair and reasonable, and in keeping with the policy's terms and conditions, for Admiral to decline the claim.

### **My final decision**

For the reasons given above, my final decision is that I don't uphold this complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D and Mr D to accept or reject my decision before 7 November 2023.

Kiran Clair  
**Ombudsman**