

The complaint

Mr and Mrs P are unhappy a claim made under their home insurance policy has been declined by Admiral Insurance (Gibraltar) Limited (Admiral).

What happened

In June 2022 Mr and Mrs P were abroad. Whilst filling their car with fuel, Mrs P's handbag was stolen from their car. They reported the theft to the Police.

On return to the UK, they made a claim to Admiral, their home insurance provider, for the stolen handbag and contents.

Admiral declined the claim. They said the vehicle was unattended at the time of the theft, and the policy only provides cover for theft of contents from unattended vehicles if the items are hidden from view in a boot, glove or luggage compartment. Admiral say the handbag wasn't, so they declined the claim.

Mr and Mrs P don't agree their vehicle was unattended, so they don't think Admiral has acted fairly by declining their claim.

As Mr and Mrs P remained unhappy, they approached this service.

Our investigator upheld the complaint. He didn't agree the car was unattended at the time of loss, so he didn't think Admiral had acted fairly by applying the exclusion and declining the claim. He said Admiral should reconsider the claim in line with the remaining terms and add 8% simple interest.

Admiral didn't agree and asked for a final decision from an ombudsman.

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.

Mr and Mrs P's policy with Admiral provides cover for personal possessions away from the home. The policy terms also outline:

"What is not covered

Loss or damage caused by theft or attempted theft from an unattended motor vehicle unless the items are hidden from view in:

- *the boot*
- *a closed glove compartment, or*
- *a concealed luggage compartment*

and all windows are closed, all doors are locked and the boot is locked. We will not pay more than £1,000 for any theft from a motor vehicle."

Admiral say Mr and Mrs P left their car unattended at the time of the theft, and as Mrs P's handbag wasn't hidden from view as the policy requires, they declined the claim based on the exclusion.

Having taken everything into account, I don't agree with Admiral's claim decision here. I'll explain why.

At the time of the theft, Mr and Mrs P were at a petrol station. They've explained it was a self service pay at pump petrol station, so at all times they were with their vehicle, refuelling it, and they never left it. They also say there were no other facilities at the petrol station, so they had no reason to leave their car either. Mr and Mrs P have also provided images of the petrol station which support that - which our investigator also forwarded to Admiral.

Having taken everything into account, I'm satisfied, on balance, Mr and Mrs P didn't leave their car when refuelling it and they remained with it. So, I don't think they've left it unattended as Admiral says.

Part of Admiral's argument is that it must have been unattended as Mr and Mrs P didn't see the theft take place. However, Mr and Mrs P were both on the fuelling side of the vehicle at the time of the theft, filling their car up. They've also explained that the height of their vehicle wouldn't allow them to see over it. They also said that after refuelling it was noticed the opposite rear passenger door was lightly closed on the first click, but not fully secured, further supporting what may have happened – this information was also sent to Admiral by the investigator.

Based on all the information provided, on balance, I don't think Mr and Mrs P's vehicle was unattended at the time of the theft. Consequently, I don't think Admiral has acted fairly or reasonably in relying on the above exclusion to decline the claim.

With this in mind, Admiral need to deal with the claim in line with the remaining policy terms and conditions. 8% simple interest should also be added for any cash settlement from date of loss to date of settlement.

My final decision

It's my final decision that I uphold this complaint and direct Admiral Insurance (Gibraltar) Limited to:

- Deal with the claim in line with remaining policy terms
- Add 8% simple interest* to any cash settlement from date of loss to date of settlement

*If Admiral Insurance (Gibraltar) Limited considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr and Mrs P how much it's taken off. It should also give Mr and Mrs P a tax deduction certificate if they ask for one, so they can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P and Mrs P to accept or reject my decision before 2 December 2022.

Callum Milne
Ombudsman