

The complaint

Mrs B complains Admiral Insurance (Gibraltar) Limited (Admiral) unfairly declined to settle her claim on her motor insurance policy after her car was stolen.

What happened

Whilst Mrs B was in the process of unloading her shopping from her car it was stolen from the drive of her house.

Mrs B made a claim on her motor insurance policy that she held with Admiral. It was declined. Admiral said because she had left her car unlocked with the boot open when she unloaded her shopping to her house, she had not protected her vehicle from loss or damage as per the terms and conditions of the policy. And as a direct result of her failure to adhere to the agreement it had rejected her claim.

As Mrs B was not happy with Admiral, she brought the complaint to our service.

Our investigator upheld the complaint. They looked into the case and did not think that Admiral had fairly relied on the policy conditions. They did not believe it was unreasonable for Mrs B to leave her car open whilst she was unloading groceries. They said it was not clear how the car was stolen as both sets of keys were in the house and therefore the car being unlocked wasn't connected with the theft

As Admiral is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

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 checked the terms and conditions of the policy and on page 21 it says;

General Conditions of your cover

1. Your duties

The cover in this policy is valid providing:

- *You or any other insured person have kept to all the terms and conditions of the policy.*

3. Care of your vehicle

- *You and any other insured person must:*
- *protect your vehicle from loss or damage*
- *make sure your vehicle is roadworthy*
- *remove and secure any keys or device that allows access to your vehicle; if it is left unoccupied*

Admiral said it had rejected Mrs B's claim because she *failed to protect her vehicle from loss or damage*. It said cover was not provided as a direct result of her failure to adhere to the

terms. It said the car was unattended and unlocked which is a clear breach of the policy conditions.

I have considered if it is fair for Admiral to rely on this condition in these circumstances and if it was fair to decline the claim.

I reviewed the circumstances of the theft. The car was parked on Mrs B's drive and was stolen by an unknown person whilst she was inside the house.

Mrs B said she was unloading the shopping, and her children, from her car. She said it is not reasonable to take bags out of the boot, put the bags down, close the boot, lock the car, go into the house. And then come back out, unlock the car again, open the boot again and then get more bags out. She said the keys to the car had been taken out and she would have locked the car once everything was inside.

I agree the car was unattended and unlocked whilst Mrs B was unloading her shopping. However, Admiral also needs to consider if Mrs B was reckless in doing this.

I do not think it is unusual or unreasonable for the car to be left open and unlocked whilst unpacking her shopping from it and taking them inside the house. The car was not on a public road. I saw images of the house, and the drive is private. The car was parked well away from the start of the drive and would not be easily seen from the road.

I accept the car was left unlocked, but I do not consider that Mrs B was reckless in leaving the car unlocked and open whilst she carried out this every-day task.

The evidence shows someone entering the car and driving away within a few seconds. It is possible that the thief used technology to start the car. This is not unknown or unusual.

Admiral said it does not think that the car was started by an electronic device. However it was not started by its keys as Mrs B sent both sets of the keys back to Admiral, therefore I think it is likely that an electronic relay device was used to start it as typically, these types of thefts take seconds rather than minutes.

As the car has not been recovered there is no evidence available that determines how the car engine was started by the unknown thief.

After considering the circumstances leading up to the theft, and that the car was parked at the back of Mrs B's house, I do not think it is likely that it being left unlocked was connected with the theft. And therefore, I uphold Mrs B's complaint and require Admiral to settle her claim under the remaining terms of the policy.

My final decision

For the reasons I have given I uphold this complaint.

I require Admiral Insurance (Gibraltar) Limited to settle Mrs B's claim for the theft of her car under the remaining terms of the policy.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 14 January 2023.

Sally-Ann Harding
Ombudsman

