

The complaint

Mr W complains that Admiral Insurance (Gibraltar) Limited should pay his claim on a motor insurance policy.

What happened

Mr W contacted Admiral and took out a multi-car policy.

The subject matter of the claim and the complaint is a sports utility vehicle, first registered in 2014. One of the features of the vehicle was that it would start on a push button if the key fob was in or around the vehicle.

In late 2022 or early 2023, Mr W acquired the car. In January 2023, Mr W added the car to the policy.

Mr W and Admiral renewed the policy for the year from July 2023. Any claim for theft was subject to an excess of £250.00.

Mr W had access to an aeroplane.

In early September 2023, Mr W reported that, while the car was parked at an aerodrome unlocked with an entry fob in it, someone had driven it away. That offender or someone else crashed and seriously damaged the car before it was found and recovered.

Admiral turned down Mr W's claim, relying on an exclusion for theft while a key was in the car.

By a letter dated mid-October 2023, Mr W complained to Admiral that it should pay the claim.

By a final response dated 19 October 2023, Admiral turned down the complaint.

Mr W brought his complaint to us in early November 2023.

Our investigator didn't recommend that the complaint should be upheld. She thought that Admiral's decision to decline this claim was fair and reasonable.

Mr W disagreed with the investigator's opinion. He asked for an ombudsman to review the complaint. He says, in summary, that:

- Admiral failed to provide the full policy wording.
- Admiral failed to ensure that the exclusion was properly brought to his attention.
- His screenshots show that the Insurance Product Information Document ("IPID") is not clearly highlighted and, in fact, is suspiciously hidden.
- He and his car were in the secure, restricted airside area.

- He was in sufficiently close proximity to the vehicle at all times to have been able to prevent the theft had the suspect not entered through the far side passenger door.
- If he had been aware of the exclusion, he would have locked the vehicle and kept the key on his person.

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've taken into account the general law, policy terms, regulations and good practice. That includes Consumer Duty which applies to acts or omissions from July 2023 onwards. Above all, I have to decide what's fair and reasonable.

I've seen Admiral's policy terms in a document called "Your Car Insurance Guide". The terms included the following:

"General Conditions

...

3. Care of your vehicle

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 and instead our responsibility will be restricted to meeting the obligations as required by Road Traffic Law."

I've also seen Admiral's IPID. That included the following:

"What is not insured?

Below is only a summary of what is not covered

...

You won't be covered under these circumstances

...

Poor security: You won't be covered if you leave your vehicle unlocked or unsecured."

I'm satisfied that the General Condition 3 was clear enough. I'm also satisfied that the IPID summarised the exclusion (at least as it related to a vehicle that was not only unlocked but also had a key in it).

I keep in mind the contractual and regulatory importance of Admiral sending the policy terms and IPID at the point of sale. I'm satisfied that Admiral had a system in place so that Mr W couldn't have taken out the policy without Admiral drawing his attention to those documents.

Further, I'm satisfied that in late June 2023 (before the renewal in July 2023), Admiral sent the IPID to Mr W via its online portal.

Mr W has referred to some screenshots. However, they were taken after the theft. The screenshots don't show what happened at the point of sale nor at the date of the renewal.

I'm satisfied that Admiral had done enough to highlight the exclusion relating to theft of the car with a key in it.

From what Mr W has said, he had left the car unlocked and unoccupied with a key in it. I consider that he had left the car unattended in that he wasn't in a position to deter or prevent the offender from taking the car.

I don't under-estimate the scale of Mr W's loss. Nevertheless, I don't conclude that Admiral treated him unfairly by applying the exclusion and declining the claim. I don't conclude that it would be fair and reasonable to direct Admiral to pay the claim or to do any more in response to this complaint.

My final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct Admiral Insurance (Gibraltar) Limited to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 20 May 2024.

Christopher Gilbert

Ombudsman