

The complaint

Miss V complains about how Admiral Insurance (Gibraltar) Limited (Admiral) declined a claim under her motor insurance policy for the theft of her vehicle.

References to Admiral in this decision include their agents.

Miss V was supported by a representative when bringing her complaint to this Service. References to Miss V include her representative.

What happened

In May 2023 Miss V's vehicle was stolen, from the driveway of her partner's parents property (Miss V and her partner were visiting the property). The theft was seen from the property, with the thief reversing the vehicle down the driveway before driving off. Miss V's partner called the police, and the vehicle was recovered after it crashed when intercepted by the police shortly after the theft. The vehicle key was found in the possession of the thief.

The police initially said Miss V told them she had left the keys in the vehicle. However, she disputed saying this and made a complaint to the police, saying neither she nor her partner could recall leaving the key in the vehicle, suggesting it may have been dropped near to the vehicle while they were unloading items. The police subsequently issued a second report to correct the position.

Miss V also reported the incident to Admiral. The vehicle sustained nearside damage and Admiral initially concluded this meant the vehicle should be deemed a total loss. However, Miss V challenged this and subsequently had the vehicle inspected at a garage and the vehicle repaired (and subsequently sold).

Given the circumstances of the theft and the uncertainties about the location of the vehicle key at the time of the theft, Admiral considered what happened. This included appointing investigators (B) to interview Miss V (and subsequently her partner) about the circumstances of the incident. Miss V confirmed to B she couldn't locate the key after the theft. Her partner said he couldn't remember taking the keys out of the vehicle or if he locked the vehicle or not and the keys couldn't be located after the theft. Admiral also requested a copy of CCTV footage of the theft (which they reviewed) and then a copy of the full police report.

Separately (October 2023), Miss V commissioned a report from a forensic engineer (MD) to consider the CCTV footage of the theft and conclude whether it showed conclusively the vehicle was left unsecured, the key left in the vehicle, or the key dropped during unloading. MD concluded the footage didn't conclusively prove the vehicle was left unsecured or the key left in the vehicle. It was possible the thief could earlier have seen the key on the driveway, picked it up and returned later to take the vehicle.

Miss V was also unhappy at the time being taken by Admiral to assess her claim, so she complained in November 2023. Admiral issued a final response in December 2023 in which they didn't uphold the complaint. They concluded they needed to investigate the claim due to

the versions of events provided to them and to the police and needing to obtain the full police report (which could take time to be received).

Having further considered the claim, Admiral then declined it (in August 2024). In their decline, Admiral referred to the full police report which included reference to the vehicle being left unlocked with the key in the centre console. While Miss V disputed the statement in the police report, Admiral also referred to Miss V saying she was unsure if the vehicle was locked (and the key possibly being dropped outside the vehicle). Admiral referred to the General Conditions of the policy about care of a vehicle, including a requirement to remove and secure any keys if a vehicle was left unoccupied. And that no cover would be provided if a vehicle was left unlocked or unsecured. Admiral also said they would cancel the policy.

Miss V challenged Admiral's decline of her claim, pointing to what she considered inaccuracies and contradictions in the police report. She provided further information to challenge Admiral's decision. Admiral considered Miss V's challenge but maintained their decision to decline the claim. Miss V made a further complaint to Admiral.

In their final response, issued in October 2024, Admiral didn't uphold the complaint, saying they didn't see any errors in the service they'd provided. They referred to their decline of the claim in August 2024, saying it was common for thieves to canvas areas looking for unlocked vehicles, often finding the keys inside which allowed them to take the vehicle easily. Admiral said the police had said the suspected thief had been seen trying vehicle doors before trying the door of Miss V's vehicle, which CCTV footage showed was unlocked, before entering the vehicle and then starting the vehicle shortly afterwards. So, Admiral believed the key was left in the vehicle, enabling it to be stolen.

Miss V then complained to this Service, unhappy at Admiral declining her claim. She said she had been honest about not being certain the key was left in the vehicle or possibly dropped on the driveway. And the police report had been inaccurate and unreliable. She'd paid for repairs to her vehicle herself, as well as incurring recovery and storage charges (and MD's report). In total the costs were some £14,980. She'd also been affected mentally from what happened, while studying for professional examinations. Admiral had delayed assessment of the claim, before unfairly declining it based on flawed information. They had also changed their reasons for declining the claim (after she'd initially made her complaint to this Service). She wanted Admiral to accept her claim.

Our investigator didn't uphold the complaint, concluding Admiral didn't need to take any action. Having viewed the CCTV footage, it showed the thief opening the door of Miss V's vehicle without unlocking it. The thief then spent some time in the vehicle before starting the engine and then driving away. The footage didn't show clearly what the thief was doing between entering the vehicle and driving away. The investigator thought that while the footage didn't entirely support Admiral's view the thief found the key in the vehicle, it was likely to be the case. So, the investigator thought Admiral hadn't acted unreasonably in coming to their conclusion.

The investigator considered what Miss V said about her possibly dropping the keys outside the vehicle, then found by the thief to then unlock the vehicle and drive it away. However, in that case, Miss V wouldn't have secured the vehicle keys, which the policy also excluded from cover. So, Admiral had acted reasonably in applying the policy terms and conditions to decline the claim.

Miss V disagreed with the investigator's view and asked that an ombudsman consider the complaint. She said the investigator hadn't correctly assessed the facts of the case. Admiral's initial decline letter issued in August 2024 didn't mention CCTV evidence, asking her to submit further evidence, which she did. Admiral issued a further decline letter later in

August 2024 which included a statement that the key had been left in the vehicle by her partner, so they maintained their decline of the claim.

Admiral had issued a further decline letter after Miss V had initially complained to this Service with a new reason for decline (the CCTV footage). She maintained it hadn't been established as a fact the key had been left in the vehicle and both she and her partner had been adamant they thought they locked the vehicle. Had they done so and then misplaced or dropped the key during unloading of the vehicle, they thought that was accidental rather than negligent and so wasn't a reasonable reason for Admiral to decline the claim.

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.

My role here is to decide whether Admiral have acted fairly towards Miss V. From what happened in this case, it's clear Miss V had concerns over the recording of the incident by the police, leading her to complain about the accuracy of what they recorded. However, it isn't the role of this Service to conclude on the actions of the police, rather it is to consider the actions of Admiral and whether they've acted fairly and reasonably towards Miss V.

The key issue in Miss V's complaint is Admiral's decline of their claim for the theft of her vehicle. She doesn't believe they acted fairly and, in response to our investigator's view, says Admiral changed the reasons for the decline only after she first complained to this Service. Admiral say Miss V didn't comply with the policy terms and conditions relating to the vehicle being unlocked or securing the vehicle keys, so they acted correctly in line with the policy terms in declining the claim.

Given Admiral's reference to the policy terms and conditions in declining the claim, I've first looked at what they say. In their initial decline of the claim, Admiral refer to *General Condition 3. Care of your vehicle* and the following wording:

"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 on the claim being refused and/or your policy being cancelled...

...If an incident happens, which is directly or indirectly caused by 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 then considered the evidence available to Admiral when assessing the claim and reaching their decision to decline the claim.

In their initial decline, at the beginning of August 2024, Admiral refer to receiving a copy of the police report confirming the vehicle was left unlocked with the keys in the centre console. But the named driver (Miss V's partner) disputes they said the key was left in the vehicle.

Admiral refer to General Condition 3 (set out above) and say Miss V has breached the condition and no cover will be provided for the incident.

In their second communication, at the end of August 2024, they say they stand by their decision. Which appears to be based on a statement from Miss V's partner reporting the key was left in the vehicle (which Miss V disputes).

Miss V, when bringing her initial complaint to this Service at the end of September 2024, says Admiral then changed their grounds for declining the claim, referring in their final response to the CCTV footage showing the vehicle was unlocked as the thief tried the driver's door of the vehicle and then started the vehicle after a short while. So, Admiral believed what was reported to the police (the key left in the vehicle) was true.

Taking all these communications together, as well as the representations made by Miss V (and the forensic report from MD) then the issue becomes one of whether Admiral acted fairly in citing the policy terms and conditions set out above to decline the claim (which they referenced in their initial decline letter at the beginning of August 2024).

From the various reports and representations made by Miss V, there is doubt about whether the key for the vehicle was – as initially thought by the police and Admiral – left in the vehicle (the centre console) and/or the vehicle unlocked. Miss V strongly denies telling the police the key was left in the vehicle. Miss V says an alternative possibility is that the key have been inadvertently dropped close by during the unloading of the vehicle, two hours prior to the theft. And subsequently found by the thief, when they were seen checking cars and driveways along the road. In that scenario, the thief returned later to steal the vehicle.

However, there is no conclusive evidence to corroborate this possibility. Looking at the CCTV footage of the theft, it doesn't show the thief picking up the key from the driveway or obviously unlocking the vehicle (assuming it was locked). Rather they walk up to the vehicle, try the driver's door and opens it, then entering the vehicle before (after a short time) starting the vehicle and reversing it out of the driveway. But even if the thief found the key on the driveway some time before the theft, then returning later to steal the vehicle (rather than stealing it immediately) it would still have meant the key hadn't been secured when Miss V left the vehicle (unoccupied). Which would be a breach of the policy conditions set out above. That it may have been inadvertent, not negligent, as Miss V maintains, doesn't change the fact the key wasn't secured.

I've also noted Miss V has said that neither she, nor her partner, can recall, with absolute certainty, whether the car was locked. As I've said, the CCTV footage appears to show the thief walking up to the vehicle, trying the driver's door handle and then opening the door. I can't see any visible signs of the vehicle being unlocked (such as indicators flashing) which might suggest the vehicle was already unlocked – although I recognise the vehicle may not have given a visual indication of being unlocked, unless that facility was enabled or otherwise a standard feature when the vehicle was unlocked. Once the thief enters the vehicle, there's some delay until the vehicle is started and then reversed. However, the footage doesn't enable a conclusion to be drawn on whether the thief finds the key in the vehicle or already has it to enable them to start it (or uses some other means to start it – although being found with the key would suggest this last possibility isn't likely). As I've said, what isn't in dispute – and which Miss V accepts - is that the key was found in the possession of the thief (or a second person when apprehended by the police). What I haven't seen is a conclusive explanation of how they obtained possession of the key.

There's no indication they entered the property to take the key and then steal the vehicle (which is common in vehicle thefts). So, it seems to me likely the key was either left in the vehicle or – as Miss V suggests – inadvertently dropped on the driveway for the thief to then

pick up and use to steal the vehicle. This is consistent with Miss V's witness statement to the police (which also includes reference to being unsure if the vehicle was locked).

MD's report concludes there is no evidence to support the vehicle being locked or unlocked, or that the key was left in the vehicle or inadvertently dropped on the driveway. However, this doesn't preclude either scenario actually being what happened, nor explains how the theft was accomplished or how the key came to be found in the possession of the thief (or their accomplice).

In either scenario, the above policy condition hasn't been complied with, so Miss V was in breach of that condition. So, I've concluded Admiral acted fairly and reasonably to apply the condition to decline her claim. While they may subsequently (in October 2024) have referred to the CCTV footage, rather than the police report referred to in August 2024, that doesn't make their decision to base their decline on breach of the above terms and conditions unfair or unreasonable.

Taking all these points into account, I think Admiral have acted fairly and reasonably, so I won't be asking them to do anything further.

My final decision

For the reasons set out above, it's my final decision not to uphold Miss V's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss V to accept or reject my decision before 7 July 2025.

Paul King
Ombudsman