

The complaint

Mr S complains about his motor insurance policy with Admiral Insurance (Gibraltar) Limited.

What happened

Mr S has a motor insurance policy underwritten by Admiral. He asked Admiral whether he'd have cover if he drove a car his friend brought to the UK from another country and which was insured only in the other country. In its final response to Mr S, Admiral said the policy covers driving other cars subject to certain criteria set out in the policy. It said Mr S' policy covers him driving a friend's car in the territorial limits set out in Mr S' policy if the friend has valid insurance that covers Europe. Mr S wasn't satisfied with Admiral's response and pursued his complaint.

Mr S says his policy should cover him driving his friend's car which is only insured in another country. He says it should not make any difference if the car is a UK car or a car from another country.

One of our investigators looked at what had happened. She didn't think Admiral had acted unfairly in this case. Mr S asked that an ombudsman consider his complaint, so it was passed 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.

In this decision, I'm dealing with the complaint Mr S made to Admiral which led to its final response on 26 November 2024. I don't uphold Mr S' complaint and I'll explain why:

- Insurance policies aren't designed to cover every eventuality or situation. An insurer will decide what risks it's willing to cover and set these out in the terms and conditions of the policy document. In general terms, insurers can decide what risks they wish to cover.
- Mr S' certificate of motor insurance includes the following:

'...The Policyholder may also drive, with the consent of the owner, a private motor car. Only Third Party liabilities are covered when driving another car. Please see Your Car Insurance Guide as restrictions will apply.'

- Mr S' Car Insurance Guide includes the following:

'3. Driving other cars

[...]

*The **policyholder** will be covered to drive another **private motor car** within the **territorial limits**. The cover is limited to third party damages only.*

This cover will apply when:

- *the other car is not a hire, rental or courtesy car*
- ***you** don't own the other car, or have it under a hire purchase or lease agreement*
- *there is a valid insurance policy in force for that car*
- ***you** have the owner's permission to drive the car*
- ***you** are not covered by any other insurance to drive it*
- ***your** vehicle is not damaged beyond economical repair, stolen or sold*
- ***your** vehicle has valid road tax and valid MOT certificate (if applicable)*
- ***your** vehicle is within the **territorial limits**.'*

The policy defines '**Territorial limits**' as '*Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, including travel between any of these.*' I think the policy's terms and conditions in relation to driving other cars are clear.

- There's been some confusion in this case. Mr S hasn't made a claim - he made an enquiry about the extent of his cover. And Mr S is right to say that the country of registration of the other car he wishes to drive isn't relevant here, as that's not included in the list of criteria in the policy terms and conditions.
- I've looked at Admiral's contemporaneous notes of its phone conversations with Mr S when he asked about cover for driving other cars. I think Admiral answered Mr S' queries accurately. It said Mr S could drive another car within the territorial limits set out in the policy if the car has European/UK cover. I don't think Admiral acted unfairly or unreasonably in its responses to Mr S.
- Mr S says his policy should cover him to drive his friend's car which is only insured in another country. In the scenario Mr S has proposed, there isn't '*...a valid insurance policy in force for that car...*', as his friend's car isn't insured for use in the territorial limits defined in the policy. It's for Admiral to decide what risks it's willing to cover and it doesn't wish to cover driving other cars in the circumstances described by Mr S. I appreciate that's disappointing for Mr S but I don't think Admiral has treated him unfairly or unreasonably in this case.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 16 July 2025.

Louise Povey
Ombudsman