

The complaint

Miss D complains that Admiral Insurance (Gibraltar) Limited unfairly declined a claim in relation to the theft of her car on her motor insurance policy.

What happened

The named driver on Miss D's policy had started her car. He left it, with the engine running, to get something from his own car which was nearby. While he did so a thief drove Miss D's car away.

Miss D claimed for the theft on her policy. Admiral turned down the claim. It said her policy requires her to protect her car and remove its keys when it is not occupied. It said that didn't happen on this occasion so the claim wasn't covered.

Miss D thought Admiral's decision was unfair. She brought her complaint to the Financial Ombudsman Service. One of our Investigators looked into it. He didn't think Admiral needed to take any further action. Miss D didn't agree so, as the matter remains unresolved, it's been passed to me to determine.

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'd like to start by saying that I was very sorry to hear about the theft of Miss D's car. I can appreciate how distressing this must have been for her, especially as I understand she's suffered from significant ill-health. I also appreciate Miss D feels very strongly that Admiral should not have declined her claim and she's made several points that she'd like me to take into account. I'd like to reassure Miss D that I've considered all of her points but here I will focus on those I consider to go to the heart of her complaint.

Miss D's policy does cover her for theft. However, like most insurance policies, it won't cover every possible eventuality. That's because, when designing their policies and deciding how much to charge for them, insurers like Admiral think about what risks they are prepared to cover and those they wish to exclude. That's a matter of commercial judgement for insurers and is not something we would generally seek to interfere with.

In this case Miss D's policy allows Admiral to decline a claim where the car is left unoccupied and the keys are left in it. I think that is clear in the policy. Also the policy's insurance product information document (which highlights the policy's key facts) makes it clear that Admiral won't cover a claim where the car is left unlocked or unsecured. I'm mindful that's exactly what happened here. The named driver had left the car unoccupied, unlocked, with the engine running. An opportunistic thief then took the car. I'm aware the named driver only intended to leave the car briefly and whilst he wasn't far away from it he also wasn't close enough to prevent the thief from taking the car. But regardless of his intent, that's not a situation the policy is designed to cover, so Admiral turned the claim down. I think it did so fairly.

I'm aware Miss D thinks that Admiral's decision to turn down the claim is unreasonable and disproportionate. She also said that the policy only says that Admiral 'could' refuse the claim and has discretion not to apply the term. But as I've said above, I think the policy is clear that

it won't cover a theft in these circumstances. And this was a term Miss D agreed to when she bought the policy. So I don't find it unfair that Admiral chose to apply it.

I understand the theft has been incredibly inconvenient and expensive for Miss D. As I've touched on above, it has come at a time when she was already suffering from some health issues. But that isn't Admiral's fault. And while I have immense sympathy for the position Miss D finds herself in, that doesn't mean Admiral has dealt with her unreasonably or that it must cover her claim when it has a fair and reasonable reason to turn it down.

My final decision

For the reasons set out above I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss D to accept or reject my decision before 18 May 2026.

Joe Scott
Ombudsman