

The complaint

Mrs M complains about One Insurance Limited (One Insurance) who declined her claim under her motor insurance policy.

What happened

Mrs M parked her car on her drive. She later discovered the car had been stolen from her drive. She contacted One Insurance and made a claim. One Insurance declined the claim as it applied the endorsement that was attached to her policy. This endorsement said during the hours of 10 pm – 6 am, the car had to be parked inside her garage. As One Insurance believed the car wasn't in her garage during the specified times, it declined the claim.

Mrs M complained as she said the endorsement in the policy hadn't been clearly explained. Also, she believed the car was stolen before the stated times in the endorsement. And although she initially told One Insurance it was taken at 3 am, she had now found out the clock was incorrect, which meant the car was stolen much earlier.

In its final response, One Insurance maintained its position, it said Mrs M was in breach of the policy endorsement. She had originally reported the car was on the drive and stolen at 3 am. So, it was unable to change the decision to decline.

Mrs M was given her referral rights and as she remained unhappy by the outcome, she referred a complaint to our Service.

One of our investigators considered the complaint and didn't think it should be upheld. His view was Mrs M hadn't complied with the policy endorsement. He said the endorsement was clearly outlined and highlighted in the policy documents. He felt on balance, the car was stolen from the drive, during the time it should've been parked in the garage. So, there was nothing further he could reasonably ask One Insurance to do to resolve the complaint.

One Insurance accepted the view, Mrs M did not. She reiterated the clock on the CCTV footage she provided was incorrect. She said no one could prove, the car wasn't stolen before 10 pm. She had a neighbour who could provide evidence about this. She wasn't aware about the issues with the CCTV, at the time of the claim. So, she asked for a decision from an ombudsman.

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.

Having done so, I've decided to not uphold this complaint, for much the same reasons as our investigator. I understand this might be a disappointment to Mrs M, but I hope my findings go some way in explaining why I've reached this decision.

I've considered all the evidence and comments made by both parties. Essentially, the main issue of this complaint, is what time Mrs M's car was stolen and whether she complied with the policy endorsement. So, I've focussed my findings on these issues.

I've reviewed the policy terms and conditions, as this is the document that outlines both parties' obligations under the policy. Under the policy there is an endorsement which states:

'Your insurance policy excludes cover for loss or damage to your vehicle between the hours of 22:00 (10pm) and 06:00 (6am) whilst your car is being kept at, or within half a mile of, the garaging address (or address advised on your insurance policy), unless it is kept in a locked garage at the time of the loss or damage.'

Mrs M said the garage overnight endorsement wasn't made clear to her. The broker confirmed what a consumer would see at the point of sale. It provided screenshots of the information from the sales process. And I think all the endorsements are clearly highlighted at the point of sale.

Further, I have reviewed the policy schedule and contained on page five of the document, are the full details of the endorsements which are included within the policy. We would expect One Insurance to highlight a significant term, which is what I think it did here.

During the claim investigation, Mrs M was asked about the incident. She told the adviser she thought the car had been stolen at around 10 pm. But having realised the clock was incorrect she corrected the time to 3 am:

'4 men...come into the address and drive off with the vehicle. Happened 10 pm but the clocks wrong. It would probably be around 3 am.'

I understand Mrs M changed this account and said it was likely the car was stolen before 10 pm.

I have carefully considered the evidence here. And I note when Mrs M initially told One Insurance about the time when the car was stolen, she appears not to have been aware of the garage overnight endorsement. It's not disputed the car wasn't in a garage when it was stolen, and all parties agree and accept that One Insurance can fairly decline a claim for theft, if the theft occurs between 10pm and 6am and the car isn't kept in a garage at that time. The issue here is whether, on balance, the car was stolen during these times.

I appreciate that Mrs M has provided photos of what she said shows the CCTV timing was incorrect. But at the time she was interviewed with One Insurance, she said the CCTV timing was incorrect and said the car had been taken after 10pm. She also said the car was parked on the drive, and this is where it had been stolen from.

I don't dispute there were issues with the clock recording an accurate time, but I've found Mrs M's statement made shortly after the theft the most persuasive – i.e., she said she thought the car was stolen around 3pm.

Although Mrs M said there were issues with the lock on the garage door, I can't see she has provided any explanation as why the car couldn't have been parked inside the garage, irrespective of the lock. Had it been, I think it would've made the theft less likely to occur.

I sympathise with the personal circumstances Mrs M has told us about. But I can't agree One Insurance unreasonably or unfairly declined her claim. As, I think the car was more likely than not to, have been stolen between the hours of 10 pm to 6 am. I understand my findings are likely to be a disappointment to Mrs M, but I won't be asking One Insurance to do anything further to resolve this complaint.

My final decision

For the reasons given, I don't uphold Mrs M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 22 March 2024.

Ayisha Savage
Ombudsman