

## The complaint

Mr M complains about U K Insurance Limited's decision to decline a claim made under his car insurance policy.

## What happened

The background to this complaint is well known to both parties, so I'll provide only a brief summary here.

At the relevant time, Mr M had car insurance underwritten by UKI. He made a claim in February 2022, telling UKI that his car has been stolen.

UKI declined the claim. They said their investigations showed that Mr M's version of the events leading up to the alleged theft did not square with the evidence.

Mr M made a complaint to UKI. He disagreed with their decision to decline the claim. And he thought it had taken too long for UKI to resolve the claim and they should pay his car hire costs.

UKI didn't uphold that complaint, so Mr M brought it to our service. We looked into it and decided that UKI hadn't acted entirely fairly.

In short, they'd said data from the car's key fob showed the car had not been driven in the day leading up to the alleged overnight theft of the car. Mr M had told them that it *had* been driven that day.

Our investigator noted that there were circumstances in which the car might have been driven that day, but the data from the key fob would not have updated.

For this to be the case, Mr M would have to have driven at below a certain speed throughout any journeys on that day (which we thought was feasible given the journeys Mr M said he'd taken) *and* there would have to be no warnings on the driver's dashboard at any point after the last data update.

The last data update showed a low fuel warning. So, in summary, if Mr M had refuelled his car in the period immediately after the last update – and then driven below the trigger speed for the rest of the day – Mr M's version of events would be plausible. And it would not be fair to decline his claim on the basis that it wasn't.

That complaint was resolved, with UKI agreeing to carry out further investigations to determine the circumstances around the time of the last data update and immediately afterwards.

Having carried out those further investigations, UKI told Mr M they would still be declining the claim – for the same reasons. They said the account he'd given didn't square with the available evidence.

Mr M then made a further complaint – and brought it to our service. He still believed that UKI

should settle the claim and pay his car hire costs.

Our investigator looked into it and didn't think UKI had done anything wrong.

Mr M disagreed and asked for a final 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.

It's not for me to go back and re-consider the outcome of Mr M's original complaint. That was resolved, with both parties agreeing what should happen next.

My focus, in this decision, is on the further investigations UKI carried out. And whether their subsequent decision to decline the claim - after re-consideration - is fair and reasonable.

After we looked into the original complaint, UKI interviewed Mr M and the named driver on the policy. Neither had any recollection of the car being refuelled in the relevant period. And neither could produce any evidence that it had been re-fuelled at that time.

If the car had been re-fuelled, it would be relatively easy for either Mr M or the named driver to produce bank transaction statements to show a relevant payment.

On that basis, it wasn't unreasonable for UKI to conclude that the car had not in fact been refuelled in the short time frame which might have allowed Mr M's version of events to stand up to scrutiny.

It's therefore not unfair or unreasonable for them to decline the claim on the basis that the alleged theft of the vehicle had not occurred as described by Mr M.

The policy terms, unsurprisingly, allow UKI to decline any claim that is in any way fraudulent, false or exaggerated.

### **My final decision**

For the reasons set out above, I don't uphold Mr M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 2 October 2024.

Neil Marshall  
**Ombudsman**