

## **The complaint**

Mr M complains that First Underwriting Limited should pay his claim on a motor insurance policy.

## **What happened**

The subject matter of this complaint is a luxury SUV with a “65” registration plate. In October 2019, a dealer supplied the vehicle to Mr M. He had the vehicle subject to an agreement with a finance company.

In May and June 2020, there was a series of short-term insurance policies for the vehicle with First Underwriting. In May 2020, Mr M took out two such policies. In May and June 2020, his friend Mr R took out two such policies. Finally, Mr M took out a such a policy for the period 20 to 25 June 2020.

On the evening of 24 June 2020, Mr M reported that someone had stolen the vehicle from outside his place of work. In July 2020, police found the vehicle – in pieces.

Mr M complained to First Underwriting that it had turned down his claim. Unhappy with that, Mr M brought his complaint to us without delay. By a final response dated 8 January 2021, First Underwriting turned down the complaint.

Our investigator didn’t recommend that the complaint should be upheld. He thought that First Underwriting had reason to be concerned about the circumstances of the theft, given the evidence it had to consider. He said the insurer’s reasons included the following:

- Inconsistent information regarding the recollection of Mr M’s relationship with Mr R.
- The insurance type selected.
- The second fob Mr M provided was a blank.
- The CCTV footage which does not seem to show evidence of a typical theft of this nature.

Mr M disagreed with the investigator’s opinion. He asked for an ombudsman to review the complaint. He says, in summary, that:

- He and Mr R didn’t give different accounts.
- He took out insurance on the SUV for the days he would have his daughter.
- The dealer supplied the fob.
- The CCTV cameras come on when there is movement.

## **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 particular I’ve taken into account the witness statements of Mr M and his friend Mr R.

I have to decide - on balance - what is likely to have happened.

I consider that there were differences in the way Mr M and Mr R described the history of their relationship – particularly before Mr R's release from prison.

Insurers expect to see continuous insurance of a vehicle. And most finance agreements require such insurance. So – whilst I accept Mr M's statement that he only insured his vehicle when he needed it to transport his daughter - I consider that it was reasonable for the insurer to regard the repeated short-term insurance as unusual.

Insurers expect to see two key fobs for a vehicle - particularly a high-value vehicle - stolen without one of those fobs. Mr M provided one fob and (after some delay) provided a second – which was a blank. It would be unusual for a dealer to have supplied the vehicle with a blank fob and the dealer has said that wouldn't have happened. So – on balance – I consider that it was reasonable for the insurer to regard Mr M's blank fob as unusual.

I accept Mr M's explanation that the cameras stopped filming when there was no movement. But the CCTV footage doesn't show how the culprits opened the vehicle or started its engine.

Taking the evidence together, I don't consider that the insurer treated Mr M unfairly by turning down his claim for the theft of the vehicle.

### **My final decision**

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct First Underwriting Limited to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 13 October 2021.

Christopher Gilbert  
**Ombudsman**