

The complaint

Mr K has complained about his car insurer Haven Insurance Company Limited because it has declined his claim for the theft of his car, an incident which occurred shortly after the car was first stolen but recovered by the police.

What happened

Mr K suffered a car-jacking in 2024. The incident was reported to the police, although not Haven. The vehicle had a tracker fitted. It was recovered the next day by the police and released back to Mr K shortly thereafter. On the advice of the police, Mr K booked the car in for a change of locks and purchased a steering lock.

On the Saturday evening, before the locks were due to be changed on the Monday, Mr K was using his car. He returned late at night, from a family members home, in order to grab a change of clothes and head back out to where he was staying that night (due to family visiting his home). He parked on the street a couple of doors down from his address, exited the car, took belongings out of the boot, locked the car, checking to make sure it locked, and went inside for a few minutes. When he returned around five minutes later the car was gone.

The police and tracking company were contacted. This time the car could not be located. Mr K viewed a neighbour's doorbell footage – two thieves, which he felt were similar in build to those who took his car by force previously, were seen unlocking the car and driving away.

Mr K made a claim to Haven. Haven noted that Mr K had been concerned that the thieves, during the car-jacking, had said they knew where Mr K lived. Haven was concerned that, knowing that, Mr K had still been parking outside his house. Further, when Haven interviewed Mr K, he told it he had not put the steering lock in place before locking the car and going inside to get his clothes. Haven said it was declining the claim because Mr K had not, at the point the car was stolen for the second time, taken reasonable care to protect it.

In reply, Mr K said that was not true. He said he had booked the car in for locks to be changed and bought a steering lock. He said that showed he was taking care of the car. Mr K complained to the Financial Ombudsman Service.

Our Investigator felt Haven had made a fair and reasonable decision. So he did not uphold the complaint.

Mr K was unhappy. He said he acknowledged that there was an increased risk of theft after the first incident – but felt he'd *"taken a reasonable and pro-active approach to securing the car"* by arranging for the locks to be changed and buying a steering lock. He said the steering lock was in use the night the car was stolen – he had told Haven's interviewer differently, that was due to the stress of the situation.

Our Investigator responded to Mr K. He still wasn't persuaded to uphold the complaint and he explained to Mr K why that was. As Mr K remained unhappy, the complaint was referred for an Ombudsman's decision.

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, whilst I recognise the difficult and traumatic circumstances that led to the theft Mr K has claimed for, I think Haven's decision to decline the claim was fair and reasonable. So, like our Investigator, I'm not upholding this complaint. I trust my explanation below will enable Mr K to understand why that is.

The policy for Mr K is like many on the market. It offers cover for theft, but there are conditions and exclusions which apply to the cover that, in some instances, may mean Haven's liability is restricted or removed altogether. Of relevance here is that the policy requires Mr K to take reasonable steps or precautions to prevent loss or damage occurring. In short, as well as doing things like locking the car, the policy requires Mr K to take reasonable steps to prevent loss occurring and precludes cover for theft claims unless "other reasonable precautions to protect your car" (other than things like locking it) are taken.

It's worth noting here that, regarding terms like this, this Service has an established view on what constitutes 'reasonable care'. Essentially a policyholder, having noted a risk, will have to take action to prevent a harm associated with that risk occurring. If they don't take reasonable steps to do that, they won't have taken reasonable care.

There is no doubt or question by anyone in respect of the first theft incident. That was undoubtedly traumatic and no-one, that I have seen, has questioned Mr K's actions that night. For my part, I am not considering what happened that night, because that was not the theft Mr K claimed for. Rather my focus falls on what Mr K did whilst using his car after it was returned to him and before the appointment could occur for the locks to be changed.

I appreciate that Mr K felt worried and anxious at this time. He says he was concerned about the thieves returning – and he's acknowledged to our Investigator that he'd seen an increased risk for the car. I also appreciate that Mr K, as I understand it acting on advice from the police, arranged for the locks to be changed and purchased a steering lock. So I accept that he'd acted to protect the car in the longer term.

However, prior to the appointment to change the locks, the car was still vulnerable. And buying the steering lock alone wouldn't have changed that – only if it was bought *and used* would it have been likely to make any difference, deterring or delaying an attempted theft for example. I note that Mr K did not, for example, place the car in safe storage until the appointment date, or even make sure to park it somewhere away from the house.

I realise that, on the night of the second theft, Mr K was only expecting to be in the house for a short time. I also realise that he had checked to make sure the car was locked as he left it and went into the house. But, from Haven's point of view, I can also understand why it feels that Mr K's actions that night didn't amount to reasonable care – not when he believed that thieves, who knew where the car was kept and who had a key, had the potential to return in order to take the car again.

I understand that Mr K has told our Investigator that he did utilise the steering lock on the night of the second theft. I realise that Mr K is certain of that now, and that he feels he made a mistake, due the stress of the situation, when speaking to Haven's interviewer. I've listened to that interview. I think Mr K was quite coherent, he described the first and second incidents in some detail, without any pause or any stop to correct or check any account or check details. He was also able to clearly recount what he'd seen from a neighbour's video

footage. I haven't seen or heard anything which makes me think Haven should have had good reason to doubt any of the detail Mr K gave in that interview.

In addition, I'm mindful the interview took place closer to the time of the event than when Mr K was speaking with our Investigator. Also that, at the time he gave his account, Mr K did not know of Haven's reasonable care concerns. I'm further mindful that this Service often, unless there is good reason to think otherwise, considers that the first account given of an incident is usually the most likely to be accurate. I haven't seen anything that makes me think Mr K's account, as given to Haven's interviewer, should not reasonably be relied upon as an accurate reflection of what happened immediately prior to the second theft.

Haven's said that if Mr K had told it about the first theft, it would have taken the car into safe storage until the locks could be changed. It thinks that, in light of the first theft and what Mr K suspected the thieves knew, that the reasonable steps or precautions for Mr K to have taken would have been to park the car elsewhere, or, at the very least, put the steering lock in place when the car was left parked. In light of all of this, and what I've explained above about our view on 'reasonable care', I think that Haven's decision, that Mr K did not, on this occasion, take reasonable steps or precautions is fair and reasonable. I'm satisfied that Mr K's failure in this respect was likely material to the theft which occurred, and he claimed for. It follows that I'm satisfied that Haven's decline of Mr K's claim was fair and reasonable.

My final decision

I don't uphold this complaint. I don't make any award against Haven Insurance Company Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 7 January 2025.

Fiona Robinson
Ombudsman