

## The complaint

Mr H has complained about Acromas Insurance Company Limited's decision to decline his car insurance claim.

## What happened

Mr H took out a policy with Acromas in September 2023. In January 2024, on a Friday, his car developed a fault. This meant he couldn't lock the car, as doing so triggered the car alarm. He tried to arrange a repair for the following Monday, but his car was stolen from his driveway early on Monday morning. Mr H provided CCTV footage of the theft. He's said his car had a keyless system.

Acromas declined the claim and said this was because Mr H's car was not locked and secure, and this was excluded under the policy terms.

Mr H complained to Acromas. He said he was unable to lock the car due to a fault and didn't leave it unlocked intentionally. He said the car being locked wouldn't have prevented the theft as the thieves bypassed the car's security to start and steal it. This was despite his keys being inside his house.

Acromas issued a complaint response in February 2024. It maintained its decision to decline the claim and said a policy exclusion applied, because Mr H's car was not fully secure at the time of the incident.

Mr H remained unhappy, so he referred his complaint to the Financial Ombudsman Service.

Our Investigator upheld the complaint. She felt the car being unlocked wasn't material to the loss as the thieves seemed to have bypassed the car's keyless ignition. She said the thieves likely used sophisticated equipment to do this and she didn't feel the car being locked would have prevented the theft. So she felt it was unfair for Acromas to rely on the policy exclusion. She also felt Mr H couldn't have done more to secure his car. She asked Acromas to reassess the claim without relying on the exclusion for an unlocked car, and to pay interest on any settlement under the claim.

Acromas disagreed. It questioned why the theft only occurred after the car was not locked, and felt it wasn't proven the car would have been stolen if it was locked. It felt the policy wording was clear and that Mr H took no action to protect his car.

I issued a provisional decision not upholding this complaint and I said the following:

*"Mr H's policy, like most insurance policies, contains exclusions to the cover it provides.*

*Under the 'Loss or Damage' section of the policy terms, it says Acromas will not cover 'loss or damage caused by theft...if...your vehicle is not fully locked and secured...'. Under the 'General exceptions applicable to all of the policy' section, it states there is no cover for 'any theft claim unless...your vehicle is fully locked and secured...'. In addition to the above, the terms also say Mr H must do all he can to protect his vehicle from loss or damage.*

*Acromas hasn't provided evidence to show Mr H was given a summary of the key exclusions at renewal in September 2023. Mr H says he was unable to lock the car due to a fault, and he was unable to resolve the fault and lock his car over the weekend, despite his efforts. He said he still pretended to lock his car and had no alternative but to leave the car unlocked. Overall, I think he understood it was important his car was locked and secured, so I don't think awareness of the exclusions would've impacted on his actions. For this reason, I don't think I need to make a finding on whether Acromas did enough to make Mr H aware of the relevant exclusion.*

*Mr H accepts his car was unlocked and the alarm wasn't activated, so I'm satisfied the car was unlocked and not secured and the exclusion does apply to the circumstances.*

*In deciding whether it's fair in the circumstances, for Acromas to apply the terms and decline the claim, I've considered whether the car being unlocked and not secured was material to the loss. Mr H feels it wasn't material as it would have been stolen anyway because the car's security could be overridden using technology. The Investigator also felt the car would always have been stolen given the likely use of sophisticated equipment. But to be clear, for it to be material to the loss, I'd only need to be persuaded that the car being unlocked and unsecured likely made the theft easier.*

*Where the evidence is incomplete or inconclusive, as some of it is here, I've reached my decision on the balance of probabilities. In other words, what I consider is likely to have happened in light of the available evidence and the wider circumstances.*

*Mr H provided footage of the theft, which I've been able to review. This shows one of the thieves walking to the car and opening the car door. The footage does suggest the thief is holding something which could have been a device to start the car, but I can't see they make use of it before entering the car. And I can't see from the footage, attempts were made to unlock the car or disable any alarm, prior to the thief walking up and opening the door.*

*I note the point about technology overriding the car's keyless security system, but I think the footage shows the thieves were only able to do this once they were inside the car. I think it's likely the device the thieves used required access into the car. And I've not seen sufficient evidence to persuade me the thieves would've been able to unlock the car and gain access with ease, if it had been locked and secured.*

*Acromas pointed out the thieves didn't use the same technology to steal the car when it was locked before, and I think this is likely because the car being unlocked made it easier to access. Mr H said he doesn't know if someone targeted and tampered with the car to make it easier to access, but I think this shows he understands the car was easier to access due to being unlocked. So, if the car had been locked, I don't think the thieves would have been able to enter the car, and override the keyless security, as easily.*

*And for the reasons outlined above, I think it's more likely than not that if the car had been locked and secured, it would have made the theft more difficult. So I think the car being unlocked and not secured was material to the loss.*

*Mr H said he couldn't lock or secure the car due to a fault, and he'd planned to have it fixed. I have a lot of sympathy for Mr H, as I think he has been truthful in his reporting of the circumstances, and I think the fault with his car was out of his control. So in considering whether it's fair for Acromas to rely on the exclusion to decline his claim, I've also considered what it said about Mr H's actions after he discovered the fault.*

*I'm satisfied Mr H was aware there was a risk of a loss following discovery of the fault. He's said he pretended to lock the car in case anyone was watching. He's also said he didn't*

*know if it was a fault or someone tampered with it on purpose to enable easier access – but in either case, I think Mr H knew the car would be easier to access.*

*Mr H said he tried to arrange a repair for the following Monday, which meant he left the car unlocked and unsecured over the weekend, including Monday morning, when the car was stolen. Acromas says this showed a lack of urgency by Mr H to protect his property and I don't think it's unreasonable for Acromas to say this in the circumstances.*

*Mr H says he tried to get the fault repaired over the weekend but there was no availability. I'm prepared to accept Mr H's testimony on this, but I think he could still reasonably have done more to secure the car, such as removing the battery, putting on a steering wheel lock and trying other garages or mechanics. I think it's reasonable in the circumstances for Acromas to say Mr H didn't take action to protect his car.*

*For the reasons outlined above, I think it's fair and reasonable in the circumstances, for Acromas to rely on the policy exclusion to decline Mr H's claim.*

*The policy terms do contain a condition requiring Mr H to do all he can, to protect his car from loss, and Acromas has made reference to Mr H not taking action to protect his car. But because I'm satisfied it's fair for Acromas to rely on the policy exclusion to decline the claim, I've not considered this point further."*

Mr H didn't agree with my provisional decision. He said he'd done everything he could, in extraordinary circumstances he'd never experienced before. He said the footage showed one of the thieves pointing with something at the car. He also said insurance companies should be more proactive about getting customers to use loss prevention methods, and enough information isn't provided when insurance is purchased.

Acromas didn't respond to my provisional decision.

Mr H said there is still more he's thinking of. As an informal service, it's not practical for us to keep complaints open indefinitely. And because I'm satisfied I have the information I need to reach a conclusion, I've proceeded with my 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.

I've considered Mr H's response to my provisional decision, but I've come to the same conclusion as I did in my provisional decision.

Mr H said he did everything he could, and he said in hindsight he maybe could have done more. He's also said these were extraordinary circumstances he'd never experienced before, and he's provided a further timeline of events. While I don't dispute Mr H's version of events, I still think it's reasonable in the circumstances, for Acromas to say he didn't take action to protect his car, and that there was a lack of urgency by Mr H to protect his property.

Mr H also said there was no reason for anyone to assume the car was not locked and the thieves must have had a means of unlocking the car. He said in the footage the lights in the car come on before the thief opens the door, but having reviewed the footage, I don't agree. I think the lights come on in the car as the door is opened. I accepted in my provisional decision that one of the thieves did seem to be holding something, but I can't see they make use of it before entering the car. And having reviewed Mr H's comments, along with the footage, I'm still not persuaded attempts were made to unlock the car or disable any alarm,

prior to the thief walking up and opening the door.

As I explained in my provisional decision, for it to be material to the loss, I'd only need to be persuaded that the car being unlocked and unsecured likely made the theft easier. And for the reasons outlined in my provisional decision, I think it's more likely than not that if the car had been locked and secured, it would have made the theft more difficult. So I still think the car being unlocked and not secured was material to the loss.

Overall, for the reasons outlined in my provisional decision, I don't think it's unfair for Acromas to rely on the exclusion for theft to decline Mr H's claim.

Mr H also raised concerns about the information provided during the sale of the insurance. He will need to raise these concerns separately with the business that sold him the insurance.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 23 December 2024.

Monjur Alam  
**Ombudsman**