

The complaint

Mr O complains that Liverpool Victoria Insurance Company Limited (LV) declined his claim following the theft of his car.

What happened

Mr O's car was stolen, and he made a claim on his policy. LV declined the claim because it said Mr O hadn't garaged the car overnight in keeping with a policy endorsement and also because of the discrepancies between what he told it and what he had reported to the police.

Our Investigator didn't recommend that the complaint should be upheld. He thought the policy endorsement required Mr O to keep his car garaged overnight when near his address. And he thought that what Mr O had told the police showed that this hadn't been done. Mr O had then provided a different version of events to LV. So he thought LV had fairly and reasonably declined the claim in keeping with the policy's terms and conditions.

Mr O replied that he'd been using the car overnight and so he didn't need to garage it. He disputed the accuracy of the police report that said he'd last seen the car the night before the theft when it had been parked on the street. Mr O said that the dates in the police report were incorrect, and this wasn't a statement but a record of a conversation. Mr O asked for an Ombudsman's review, so his complaint has come to me for a final 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 can understand that Mr O feels frustrated that his claim for the loss of his car hasn't been accepted by LV. I can see that the theft was reported nearly three years ago, and I can understand that Mr O would want this matter resolved.

Our approach in cases like this is to consider whether the insurer's acted in line with the terms and conditions of the policy and fairly and reasonably.

LV declined Mr O's car because it thought he hadn't complied with the garaging endorsement on page 31 of his policy:

"We will not pay for any loss, including Theft of Your Vehicle or any damage to Your Vehicle caused by any incident unless Your Vehicle is kept in a locked and secured building overnight (between 10pm and 6am) when Your Vehicle is within a radius of 800 metres of:

- i) Your private dwelling place*
- ii) or at any other address where Your Vehicle is normally kept which has been specifically agreed by Us"*

Mr O said he generally parked the car overnight in a garage near his home. And he told LV that he had last used his car in the morning and parked it between 6am and 7am on the street near his home. Mr O declined to say where he had been before this. He returned a

few hours later and found that the car had been stolen. He then reported this to the police by phone.

But the police report provided different information that Mr O had provided shortly after he had discovered the theft. Its report stated that he'd told the police that he'd last seen the car the night before when he had parked it on the street near his home.

Mr O questioned the accuracy of the police report as it wasn't a signed statement. And I can see that it contains an error where it mis-states the date the theft was discovered as 10 days later than Mr O had reported. Mr O had reported the theft to his broker before this incorrect date, and so I think that confirms the error.

But I don't think that's a reason for LV to disregard the police report. This is because it was an account provided by Mr O shortly after the event. And although it wasn't signed by Mr O, it provides a record of what he told the police at the time. I think this is likely to be more reliable than Mr O's later recall of events.

According to the police report, Mr O had parked his car overnight on the street within 800 metres of his garage. So I think LV reasonably concluded that Mr O hadn't complied with the policy's garaging endorsement. And so I think it was then entitled to not pay his claim for the theft of his car.

LV also thought Mr O had provided it with a false statement about the theft circumstances. And it drew Mr O's attention to the following term and condition in his policy:

"If You or anyone representing You makes a claim or any part of a claim that is fraudulent, false or exaggerated We may:

- Reject the claim or reduce the amount of payment We make*
- Cancel Your policy from the date of the fraudulent act and not return any premium paid;*
- Recover from You any costs We may have incurred relating to the fraudulent claim and any further claims notified after the date of the fraudulent act;"*

And I think it wasn't unreasonable for LV to conclude that Mr O's statement to its claim investigators hadn't been accurate as it differed from what he'd told the police. And so I think this again entitled LV to decline his claim.

My final decision

For the reasons given above, 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 O to accept or reject my decision before 25 April 2025.

Phillip Berechree
Ombudsman