

The complaint

Mr J says Aviva Insurance Limited wrongly declined to pay a claim he made on his motor insurance policy after his car was stolen.

What happened

Mr J made arrangements with a 'meet and greet' parking service at an airport under which he handed over his car for it to be stored whilst he was away. On his return 10 days later the firm denied having had possession of his car. He reported it to Aviva and to the police - who said later that there wasn't enough evidence to pursue the matter.

Aviva said Mr J had voluntarily handed over the car under false pretences. It said the confirmation email from the firm he'd used contained various red flags, such as spelling errors and broken links, raising doubts about its legitimacy. It also said the firm had numerous negative reviews and scam / fraud warnings associated with it. It said the policy requires consumers to take reasonable care in selecting third party services for their car, and that it was unable to pay Mr J's claim, as a policy exclusion for theft by deception applied.

One of our Investigators reviewed Mr J's complaint. He thought Aviva had acted reasonably in relying on the exclusion. He said it was fair for it to conclude that Mr J should have taken reasonable steps to ensure that the firm was legitimate before choosing it to take his car.

Mr J said he had only looked at the main points in the confirmation email and didn't notice any errors in it. And he said he didn't check reviews of the firm, as many of them are false anyway. He said he hadn't noted the policy exclusion, which he said was hidden in the small print and should have been in the policy schedule. As there was no agreement, the complaint was passed to me for review.

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 sympathise with Mr J, given his unexpected loss, and the upset and inconvenience it has caused him and his family. But I don't think Aviva acted unreasonably in declining his claim.

Mr J says he wasn't aware of the theft by deception exclusion because it wasn't in the policy schedule. He's suggested that as a result of that, the policy was mis-sold (although I can't see that he raised that with Aviva as part of his complaint, so I can't look at the issue). There are a number of policy exclusions, several relating to theft. It wouldn't be feasible to add them all to the schedule, and that's not its purpose, as it's a summary of the car and its drivers' details and the cover provided. In my opinion, as long as the exclusions are set out clearly in the policy booklet, and a consumer is advised to read it, that's sufficient notice.

The 'Welcome' letter sent to Mr J when he bought the policy said he should read the list of documents provided, and that it's important to check that all the details are correct. On the

same page, there's a highlighted heading that says '*Check your documents*'. Under that it says it's important to read all the documents. At the top of the policy schedule there's a reference to reading it *alongside the policy booklet*. So I think Aviva made it clear enough that the policy documents needed to be read, including the policy booklet.

Whilst I think it's unlikely that most consumers would take the time to read the entire booklet, the issue here (loss or damage to the car) is set out in section one. I think it would be of interest to most people. The exceptions to the cover provided for loss or damage follow immediately, including those for theft, by deception or otherwise. So I don't think it's reasonable for Mr J to suggest that the exclusion was buried in the 'small print'.

In my opinion, it was fair for Aviva to say that Mr J should have taken reasonable care before handing over his car to an unknown agent.

Mr J says he didn't notice that the booking confirmation looked very unprofessional. Apart from its spelling errors, and odd layout, different business names appear in it. Clicking into its *terms and conditions* link results in a warning about harmful content. And the form says the firm is only a comparison website / booking agent, so any complaints must be raised with the (unnamed) service provider. I think it's fair to say that these points are red flag indicators, and that most consumers would have been prompted at that stage (even if not before) to look at reviews of the firm or to look elsewhere for a parking service. Whilst I agree with Mr J that many service reviews are false, in this case, the reviews were alarming, as there were references to fraud as well as to very poor service. Had Mr J seen them, I think it's likely he would have had second thoughts about using the firm.

I appreciate how distressing the theft and the decline of the claim must have been for Mr J. But as I don't think he took reasonable steps to protect the car, and I don't agree that Aviva acted unreasonably in declining his claim, I can't uphold his complaint.

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 J to accept or reject my decision before 24 December 2025.

Susan Ewins
Ombudsman