

## **The complaint**

Mr H complains that Liverpool Victoria Insurance Company Limited (“LV”) mishandled a claim on his motor insurance policy.

## **What happened**

The subject matter of the insurance, the claim and the complaint is a four-wheel drive vehicle first registered in 2010.

Mr H acquired the vehicle in about 2012.

For the year from 5 June 2024, Mr H had the vehicle insured on a comprehensive policy with LV.

On 25 April 2025 Mr H reported to LV that criminals had stolen the vehicle.

On about 1 May 2025, police found the vehicle, burnt out.

On 6 May 2025, LV declined to pay Mr H’s claim, saying that the ignition device had been left in the car.

Mr H complained to LV that it should pay his claim.

By a final response dated 2 June 2025, LV turned down the complaint.

Mr H brought his complaint to us in late June 2025.

Our investigator didn’t recommend that the complaint should be upheld. He thought that LV had been reasonable when handling the claim.

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

- LV & the ombudsman should review the cctv footage of this criminal group just to see how blatant they were.
- If the keys hadn't been in the vicinity of his vehicle, they would have broken into his home to get them.
- They went to a lot of effort.
- These are extreme circumstances and LV should honour the claim.

## **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.

The policy covered theft. However I'm satisfied that the Insurance Product Information Document did enough to highlight the following exclusion:

*"What is not insured?*

*...*

*Loss or damage caused by theft or attempted theft if you leave your car unlocked, or leave the engine running, or leave the key/ignition device in, attached to or in the immediate proximity of your car, or in range of where the ignition device is effective, or if you leave a window or sunroof open"*

I accept Mr H's statement that the vehicle was in a locked garage. I also accept that the battery had been flat and Mr H had needed to charge it.

I accept that the criminals were blatant and determined. I haven't seen any cctv of the theft.

However, from what Mr H and LV have each said, the vehicle was unlocked with its key or ignition device in the vehicle. I find that this made it easier for the criminals to start and take the vehicle.

From what Mr H has said, the vehicle was unattended in that neither Mr H nor anyone on his side were close enough to prevent or deter the theft.

So I'm satisfied that LV has shown that it applied the exclusion fairly. I don't find it fair and reasonable to direct LV to meet Mr H's claim.

I say that notwithstanding that Mr H has been a victim of crime and suffered a serious financial loss. Saldy, I can't agree that the circumstances of the theft were exceptional.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 10 February 2026.

Christopher Gilbert  
**Ombudsman**