

The complaint

Mr S complains that Allianz Insurance Plc, trading as Allianz Musical Insurance, declined a claim he made on his musical instrument insurance policy.

Reference to Allianz includes its agents and representatives.

What happened

The circumstances of this complaint aren't in dispute, so I'll summarise the main points:

- Mr S had a policy, underwritten by Allianz, to cover his three guitars. He left the guitars inside his car whilst he went inside a nearby house. Soon after, he went back to the car, and found the guitars had been stolen.
- Allianz declined the claim. It said the 'unattended vehicle' cover required there to be visible physical damage to the vehicle – but it didn't think there was. It noted Mr S said he wasn't sure he'd locked the car and he hadn't found any damage to it.
- Mr S didn't think this was fair. He said he'd been a loyal customer for many years, had consistently paid an additional premium for the 'unattended vehicle' cover, and thought that meant he would be covered in these circumstances. He said the policy term Allianz relied on to decline the claim hadn't been brought to his attention.
- Allianz maintained its position, so Mr S referred his complaint to this Service.
- Our investigator thought Allianz had acted fairly. An agreement wasn't reached, so the complaint has been referred to me.

My provisional decision

I recently issued a provisional decision in which I said:

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

- When considering what's fair and reasonable in the circumstances I've taken into account relevant law and regulations, regulators' rules, guidance and standards, codes of practice and, where appropriate, what I consider to have been good industry practice at the time. Whilst I've read and taken into account everything said by both parties, I'll only comment on the points I think are relevant when reaching a fair outcome to this dispute. That's a reflection of the informal nature of this Service.
- Mr S has noted how long he's been a customer of Allianz. But that's not something I can take into account. Allianz is required to act in line with relevant rules and regulations, but that doesn't include consideration of how long a policyholder has been a customer. In short, Allianz isn't required to treat Mr S differently as a result of his loyalty.

- When the policy renewed in 2024, Allianz sent Mr S renewal documents. The policy schedule said the guitars' cover level was 'UK including Unattended vehicle'. That remained the case when Mr S added a third guitar to the policy in early 2025.
- As a result, the policy covered the theft of the three guitars, including from an unattended vehicle, subject to a number of terms and conditions.
- There seems to be no dispute the guitars were unattended. But, for the avoidance of doubt, I'm satisfied they were, given the circumstances Mr S has described.
- The term Allianz has relied on to decline the claim says, in summary, that theft from an unattended vehicle isn't covered unless:
 - There are signs of 'forcible and violent' entry into the vehicle. Relevant to this claim, that phrase is defined in the policy to mean 'visible physical damage to the vehicle'. *And*
 - The insured item is hidden from view. *And*
 - All the vehicle's security systems are activated.
- I understand the guitars were covered and therefore hidden from view, so the second point was met. Mr S initially said he couldn't be absolutely sure if he locked the car, so it was uncertain whether the third point was met. More recently he's said he did lock it. That leaves a degree of uncertainty on this point. But even if Mr S did lock the car, and he met the third point, Allianz's main focus has been on the first point.
- In short, the first point requires signs of physical damage to the car in order to enter it. Mr S initially said he hadn't found any damage to the car, though he couldn't rule out the possibility there was some. More recently he's said there were some existing scratches to the door handle, so it's not easy to identify if any damage was caused. And he's suggested there may be some new marks that could have been caused by a break in. No evidence has been provided to support this position. So it's not clear how much damage, if any, has been caused – and whether this is consistent with 'forcible and violent' entry into the vehicle.
- Overall, I'm not persuaded all of the points have likely been met, based on the available evidence. So I'm satisfied Allianz was entitled to decline the claim in line with the policy terms.
- Allianz said if Mr S is able to provide evidence to support his position that these points have been met, it will consider the matter further. I think that's a reasonable approach in the circumstances.
- Mr S has complained that Allianz has relied on a term from the full policy wording, without drawing it to his attention at an earlier time. In line with regulation, when selling or renewing a policy, I would usually expect Allianz to appropriately highlight any policy terms which are significant, onerous or unusual. Arguably the terms it relied on to decline the claim are significant. That's because they considerably limit the cover provided by the additional section Mr S paid an extra premium for.
- Within the renewal documents was an Insurance Product Information Document, which acts as a policy summary. It said the policy doesn't cover any items left in an unattended vehicle unless the 'unattended vehicle' cover has been taken out. It referred to the relevant section for full terms and restrictions.

- In my view, this meant Allianz appropriately highlighted the significant terms. Whilst it didn't set them out in full in the summary, I don't think it needed to. It made clear there were more terms to the cover and pointed to the full policy wording for more detail. So I'm satisfied it took steps to ensure Mr S was reasonably aware there were limitations to cover – and he could read the detail in the policy if he wanted to.
- Overall, for the reasons given above, I'm satisfied Allianz has acted in line with the policy terms and conditions, relevant regulation, and fairly and reasonably.

What I've decided – and why

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Neither party responded to my provisional decision. With no further evidence or comments to consider, I don't see a need to reconsider my findings in detail. I remain satisfied they're the fair and reasonable outcome in the circumstances, for the reasons given.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 7 January 2026.

James Neville
Ombudsman