

complaint

Mr H has complained that Chubb European Group (CEG) plc's decision to reject his theft claim is unfair. Mr H made a claim under his car insurance policy when his car was stolen. Mr H's representative is assisting him in his complaint.

background

Mr H bought a car insurance policy with CEG through a broker in March 2017. In October 2017 he made a claim to CEG as unfortunately his car had been stolen overnight. It was parked in the street outside his home. Mr H had moved address in September but hadn't told CEG.

CEG rejected Mr H's claim. It said his policy excluded cover for his car if it wasn't garaged at the address shown on his Schedule of Insurance. It checked with its underwriters to see if its decision would have been different had it known of Mr H's change of address. They said it wouldn't – because Mr H's car wasn't garaged at his new address when it was stolen.

Mr H asked us to look at his complaint. He thought CEG had applied its terms and conditions too rigidly. He'd intended to tell it that he'd changed address within 30 days of the move. The theft happened within 30 days, so he felt it should be covered. The garage facility where he'd moved to was safer than where he garaged his car before. Mr H didn't agree the garage warranty meant his car needed to be parked at the garage at all times.

Our adjudicator who investigated Mr H's complaint didn't recommend it should be upheld. She didn't think CEG had acted unreasonably in rejecting his claim.

Mr H didn't agree. So the matter has been passed to me to decide.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I don't intend to uphold it.

Mr H told his broker in June 2017 that he wanted his correspondence address to change to his work address. But the arrangements for his car and where it was garaged didn't change then.

However, Mr H moved address in September 2017. Mr H says he intended to tell CEG or his broker within 30 days. But Mr H's policy says he must notify CEG or his broker immediately of a change of address affecting the security, parking or location of his car. I don't think there was any ambiguity in the policy wording. I think it was a clear requirement under the policy for Mr H to immediately tell CEG about a change of address which affected where his car was while at home.

However, even if Mr H had immediately informed CEG of his change of address, I think its decision to reject his claim would have been reasonable. I'll explain why.

Mr H's Schedule of Insurance highlighted the following exclusion:

“Garaging Warranty: we do not cover any loss or damage to vehicle registration (Mr H’s car) caused by theft, attempted theft, malicious damage or vandalism whilst located at (Mr H’s address) unless vehicle registration (Mr H’s car) is garaged at (Mr H’s address) and there are visible signs of forced entry to or exit from the garage...”

I think the exclusion was clearly highlighted to Mr H when he bought his car insurance policy. When his car was stolen, it wasn’t garaged at the address he gave near to his home where Mr H said he usually kept it. Mr H says it was parked on the street outside his home. So even if the parking arrangements meant Mr H’s car was safer than the previous address, I don’t think this is relevant. As the theft happened while his car was parked on the street outside his home, I think the exclusion fairly applies. So I don’t think CEG acted unreasonably in rejecting his theft claim as his car wasn’t garaged while at his address.

I understand Mr H will be disappointed. But I think CEG dealt with his complaint in a fair way and in line with the policy. So I don’t think it needs to do any more.

my final decision

For the reasons I’ve 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 H to accept or reject my decision before 6 September 2018.

Geraldine Newbold
ombudsman