

## **Complaint**

Mr B complains that Admiral Insurance Company Limited has declined his claim for the theft of his car.

## **Background**

Mr B made a claim to Admiral under his motor insurance policy for the theft of his car, after he reported it was stolen from outside a relative's house.

Admiral instructed investigators to investigate Mr B's claim, and ultimately declined it. It said Mr B hadn't proven he'd suffered a loss covered by his policy.

Admiral's concerns involved the keys Mr B provided, the proof of ownership of the car, and inconsistencies in the version of events surrounding the theft provided by Mr B and his brother who was with Mr B when he last said he used his car.

Admiral said Mr B provided two keys for the car, one wasn't programmed to the car, and the other showed it was last used with the car on 2 September 2017. It said the registration document (V5) showed Mr B became the registered keeper of the car two days later, on 4 September 2017.

Mr B said he'd had some work done on the car – he'd had the battery and the alternator changed – and thinks this might have reset the timer on the car.

Admiral also had concerns with how Mr B came to be in possession of the car. Mr B said he was given the car from a friend to settle a debt. But he couldn't recall what this debt was for, nor did he have the contact detail of the person whom he says owed him the debt.

Admiral also said the version of events provided by Mr B and his brother weren't the same. Mr B's brother later changed his version of events. Mr B explained his brother was going through a stressful time, and he doesn't think this difference in the version of events should make any difference to Admiral's decision to pay his claim or not.

Our investigator looked into Mr B's complaint and didn't recommend it be upheld. She thought Admiral had acted fairly by not paying the claim, because she thought its concerns surrounding what happened were reasonable.

Unhappy, Mr B asked for an ombudsman's decision as he thought he'd answered Admiral's concerns and so thinks it should pay his claim.

## **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'm not upholding it. I'll explain why.

Admiral has a duty to not unreasonably decline a claim. But before that, the burden of proof lies with Mr B. This means it's for Mr B to show he's suffered a loss, as he's described it, that's covered by his policy. Admiral has said in this case, Mr B hasn't done that. And I'm satisfied that decision is reasonable.

Admiral instructed investigators to look into Mr B's claim. And in interviews with him and his brother, there were inconsistencies with where the car was parked and who last used the car. I'm aware Mr B's brother called later to change his version of events, but it's reasonable Admiral rely on his first testimony.

Mr B provided two keys which he says are the only two keys for the car he had. One of these keys doesn't show as having ever been used with the car. The other shows it was used in 2017, two days before Mr B became the registered keeper according to the V5.

To explain this, Mr B has provided receipts showing that he had the alternator and the battery changed. He's said this might have reset the timer on the car's internal computer (ECU). But he's not provided any expert evidence of this. Admiral's engineers have said changing the battery and the alternator wouldn't reset the ECU. And if the ECU was reset, the engineer has said the car would most likely need to go back to the manufacturer to be able to be used with the keys again. Taking both sides into consideration, I'm more persuaded by Admiral's engineers.

Admiral also has concerns about Mr B's ownership of the car. Mr B's provided the V5 document showing him as the registered keeper since 4 September 2017. Admiral said the V5 in itself isn't proof of ownership, and this is true. So, they asked Mr B for more information and evidence to support his claim.

Mr B explained he was given the car from a friend – who I'll call Mr S - who owed him money. Mr B said Mr S owed him about £18,000, and to settle the debt, Mr B accepted the car as payment. He said this was money that added up over the years, but he couldn't recall exactly what the debt was for. Nor did Mr B know Mr S's contact details.

It's not implausible for Mr B to have accepted a car from a friend to settle any debt. But I would've expected him to have Mr S's contact details, or have been able to explain what the debt related to.

Mr B has since provided a letter from Mr S explaining the car was given to settle a debt relating to work Mr B carried out on other cars and money borrowed in times of need. This letter also explains Mr S was aware of issues with one of the keys never working and that the car had a number of electrical faults and issues with the ECU. Mr S explains in the letter that he didn't tell Mr B about these issues as he just wanted to clear his debts with him.

But I'm not persuaded by this letter. Looking at the V5, Mr S wasn't the registered keeper of the car before Mr B was. And the V5 states the car only had one previous owner before Mr B – who wasn't Mr S.

Taking into account all the of the above, I understand Admiral's concerns and think it's acting fairly when declining Mr B's claim as he's not shown he's suffered a loss, as he's described it that's covered by the policy.

### **My final decision**

My final decision is that I don't uphold Mr B's complaint against Admiral Insurance Company Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 19 December 2019.

Joe Thornley  
**Ombudsman**