

The complaint

Mr T complains that Sabre Insurance Company Limited (trading as Insure2Drive) unfairly rejected his claim on a motor insurance policy.

What happened

The subject matter of the claim and the complaint is a luxury sports utility vehicle made by a premium-brand car maker and first registered in about 2012. I will refer to it as “the car”.

For the year from mid- November 2021, Mr T had a Sabre policy for a different vehicle. In late November 2021, he put the car on the policy. It was covered for third party, fire and theft risks.

In early April 2022, Mr T reported that someone had stolen the car.

Sabre instructed an investigator. Mr T gave the investigator two key fobs. A vehicle key analyst examined two key fobs. They reported that one of the fobs hadn't been used in the car since January 2022. They also reported that the other fob was for a car of the same make (but a different model) that had been destroyed in October 2021.

Sabre rejected Mr T's claim. Mr T complained to Sabre about that.

By a final response dated July 2022, Sabre turned down the complaint.

Mr T brought his complaint to us in late August 2022.

Our investigator didn't recommend that the complaint should be upheld. The investigator thought that Sabre had investigated all possibilities before reaching its decision on Mr T's claim.

Mr T disagreed with the investigator's opinion. He asked for an ombudsman to review the complaint. He says, in summary, that:

- He has never been in contact with the car that the spurious key is from.
- Insure2drive have still not proved unequivocally that the key fobs he gave the investigator are the same key fobs it investigated.
- Thieves may have removed the key fob and the attached house keys from his person without his knowledge while he was in a busy public house after a football match, swapped over the key fob along with his house keys and returned them to his person.

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.

It's common practice for a motor insurance policy to exclude a claim for theft of a vehicle which had been left unattended with the keys in it.

Sabre's policy terms included the following:

"We shall not be liable for...

j) loss of or damage to your vehicle or anything contained therein arising from theft or attempted theft whilst the vehicle is left unattended or temporarily unoccupied and you are not in a position to intervene if:

i. your vehicle has not been secured by means of the door and boot locks.

ii. the windows or any form of sliding or removable panel roof or hood on your vehicle has been left open or unlocked.

iii. the ignition keys (which include ignition cards, lock transmitters or any other form of vehicle entry device) have been left in or on your vehicle, whether concealed or otherwise.

iv. any security devices fitted to the vehicle are not activated or operational when vehicle is left unattended."

Separately, I wouldn't find it unfair or unreasonable for an insurer to turn down a theft claim where the remaining physical evidence wasn't consistent with the policyholder's report of the circumstances of the theft.

So, in Mr T's case, Sabre investigated the number and whereabouts of the key fobs for the car.

Unfortunately for Mr T, the fob he had been using in early April 2022 is still missing.

For many months, Mr T maintained that Sabre's investigator or its key analyst had mishandled and lost that key fob (substituting a similar key fob).

However, I'm satisfied that Sabre conducted a reasonable and proportionate investigation into the handling of the key fobs Mr T had given the investigator. I don't find that Sabre treated Mr T unfairly by concluding that the evidence showed that he hadn't given the investigator the fob he had been using in early April 2022.

Mr T has made a more recent suggestion that the thieves stole that fob from his person and substituted a similar fob without his knowledge. I find it unlikely that a thief would've gone to the additional effort and risk of coming equipped with a similar fob and – having taken Mr T's bunch of keys - substituting that fob in the bunch and replacing it on Mr T. So I don't consider that Mr T has helped his complaint with that suggestion.

Overall, I don't conclude that Sabre treated Mr T unfairly by turning down his claim. I don't find it fair and reasonable to direct Sabre to pay the claim or to do any more in response to this complaint.

My final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct Sabre 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 T to accept or reject my decision before 31 July 2023.

Christopher Gilbert

Ombudsman

