

The complaint

Mr F complains that Advantage Insurance Company Limited (Advantage) unfairly declined his claim for the theft of his car, under his motor insurance policy.

What happened

Mr F reported his car stolen on 28 December 2022. He explains that it was taken from outside his parent's house. He made a claim to Advantage. In February 2023 it declined his claim. Mr F says the reasons given for the decline decision were generic and so he complained.

In its decline letter Advantage says Mr F had broken the terms of his policy and refers to a fraud condition. In its final complaint response Advantage says it found conflicting information and decided to repudiate his claim due to fraud misrepresentation.

Mr F thought he'd been treated unfairly and referred his complaint to our service. Our investigator didn't uphold his complaint. He says Advantage had shown it'd investigated Mr F's claim and shown discrepancies in the information he'd provided. Based on this evidence he didn't think it had treated Mr F unfairly when relying on its policy terms to decline his claim for the reasons it gave.

Mr F disagreed with this outcome and asked for an ombudsman to consider the matter.

It has been passed to me to decide.

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.

Having done so I'm not upholding Mr F's complaint. I'm sorry to disappoint him. But I'll explain why I think my decision is fair.

The policy terms Advantage highlights in its decline letter say:

"Fraud

You must not act in a fraudulent manner. If you, or anyone acting for you: • Knowingly provide information to us that is not true • Mislead us in any way, including about who is the main user of the Car, in order to get insurance from us, obtain more favourable terms or reduce your premium • Make a claim under the Policy knowing it to be false or fraudulently exaggerated in any respect • Submit a document in support of a policy or claim knowing the document to be forged or false in any respect • Make a claim for any loss or damage caused by your wilful act or with your knowledge. Then, depending on the circumstances: • Your Insurer may be entitled to refuse responsibility for the claim to which the alleged fraud or falsehood relates. They may also be entitled to cancel or void the Policy without refunding your premium • All other policies you have entered into through us, to which you are connected (including van, bike and home insurance), may be cancelled and your Insurer will

only give you a pro-rata refund • Your Insurer may inform the police of the circumstances of the claim.”

It's this policy condition that Advantage says Mr F had 'breached'.

It isn't my role to decide whether a fraudulent act has been committed. That is a decision for a court to make. My role is to consider whether Advantage's consideration of Mr F's claim was conducted fairly and reasonably and according to his policy terms and conditions.

I think Advantage's decline letter and final complaint response could've been more specific to inform Mr F why his claim was repudiated. It set out the exclusion terms it relied on. But it didn't clarify what information it had found discrepancies with.

I've read the email exchanges between Mr F and Advantage. In February 2023 Advantage says Mr F confirmed no additional keys had been made. However, an investigation of his key fob confirmed it was manufactured in 2022. But the car was built five years earlier in 2017. Mr F responded to this point to say he'd made a claim through Advantage in July 2022. This was after his car keys had been stolen. He confirms his key and locks were replaced at this time. This explains the discrepancy with the key manufacturing date.

I can see that Advantage obtained a copy of the repairer's records from Mr F's claim in July 2022. This confirms the locks were changed and new keys were provided. This supports what Mr F says. However, the records show that two keys were provided in 2022. Whereas Mr F told Advantage that he'd received only one key fob. He'd also said that he received only one key when he bought the car.

I've read the report that followed Advantage's assessment of Mr F's key fob. The report says the key was last used on 21 December 2022. However, I can see that Mr F told Advantage that he'd last driven his car, to his parent's house, on 26 December. Although in a subsequent email he says he last drove to his parent's house on 25 December.

Mr F's car was reported as having been stolen on 28 December. Because the key data show it was last used either four or five days prior to when Mr F says it was used, Advantage had concerns with the accuracy of the information he'd provided.

I can see that Advantage asked Mr F on several occasions where his other key was. Mr F maintained that he'd only ever had one key for his car. This was the case when he bought it, and after the locks had been changed in 2022. However, if this was the case then the key data should show the last use was on either 25 or 26 December. These are the dates Mr F said he had last used his car prior to the theft.

Mr F has since explained that he can struggle to recall dates and days, which may have contributed to discrepancies in the information he provided. He says Advantage has consistently applied repetitive questioning from the outset of his claim. And for each contact a different agent was used. Mr F says he doesn't think Advantage has clearly explained which parts of his policy he 'violated' to decline his claim. He says the existence of a second key should be deemed irrelevant in this situation.

I've thought carefully about what Mr F's testimony and remaining evidence shows. It's not clear why, if Mr F only had one key, that the data shows he last drove his car earlier than he said he did. I note his comments that he may have been confused when providing this information. But this is a significant discrepancy. Mr F told Advantage he'd driven his car to a friend's house on 26 December. He also said he drove to his parent's house on 25 December. If the last time he'd driven the car was on 21 December, I don't think it's reasonable to accept he would've given the answers that he did.

I note Advantage's comments that there was no broken glass or other debris to indicate force was used to take his car. The indication being that it's possible another key was used to gain access to the car and drive it away.

Having considered all of this I can understand why Advantage had concerns about the accuracy of the information Mr F had provided. His policy terms says that if it's thought the information he provides isn't true then Advantage is entitled to refuse responsibility for the claim. This is what it has done here.

I'm sorry Mr F has suffered a loss as a result of his car being stolen. But I don't think Advantage treated him unfairly when relying on its policy terms to decline his claim. So, I can't reasonably ask it to do anymore.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 20 December 2023.

Mike Waldron
Ombudsman