

## The complaint

Mr G complains that One Insurance Limited (One Insurance) unfairly declined his claim following the theft of his car, under his motor insurance policy.

## What happened

In January 2023 Mr G's car was stolen from his driveway. He contacted One Insurance to make a claim. It told him his claim had been declined because he hadn't kept it in a garage overnight. Mr G says he wasn't made aware this was a requirement. He says he was provided with no policy documentation and couldn't access this information via One Insurance's portal. He says his claim should be accepted and he should be compensated.

In its final complaint response One Insurance says a "*GO1 garaging warranty*" was applied to Mr G's policy from inception. This requires his car to be kept in a locked garage between 10pm and 6am. It says this endorsement was highlighted during the online sales journey, and in the policy documents made available via Mr G's online portal.

One Insurance says there was no activity recorded on Mr G's portal until after his car had been stolen. It says he didn't notify it of any issues accessing the portal until after the theft. One Insurance says it provided information to Mr G during the sales process, and via his portal, confirming the garaging endorsement. It says it isn't responsible that Mr G didn't read it. One Insurance says Mr G didn't comply with the terms of his insurance, which is why it declined his claim.

Mr G didn't think this was fair and referred the matter to our service. Our investigator didn't uphold his complaint. He thought the onus was on Mr G to contact the business when he didn't receive or have sight of his policy documents. The policy inceptioned in July 2022. Our investigator says Mr G could reasonably have contacted One Insurance in the six-month period leading up to the theft of his car.

Mr G disagreed. He maintains the problem with his online portal prevented him from knowing about the garaging endorsement. He didn't think this was made clear when taking out the policy either. Mr G also says his car could've been stolen after 6am, which was outside of the garaging requirement. Because he disagreed with our investigator's view, Mr G asked for an ombudsman to consider his complaint.

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've decided not to uphold Mr G's complaint. Let me explain.

I've read Mr G's policy information to see what it says about the garaging requirement. His policy schedule says:

## **“ENDORSEMENTS APPLYING**

### **GO1 OVERNIGHT GARAGING WARRANT APPLIES”**

And:

#### **“GO1 – Garaging Overnight**

*Your insurance policy excludes cover for loss or damage to your vehicle between the hours of 22:00 (10pm) and 06:00 (6am) whilst your car is being kept at, or within ½ mile of, the garaging address (or address advised on your insurance policy), unless it is kept in a locked garage at the time of the loss or damage.”*

Mr G’s policy booklet, which contains his full terms and conditions, says:

*“You should read this policy, the schedule, endorsements and Certificate of Motor Insurance as one contract. It is our agreement with you, based on the information you give to us and on the information in your proposal or statement of facts.”*

One Insurance says Mr G’s insurance broker highlighted the garage endorsement when the policy was taken out online. It’s provided a screen shot of what this looked like. I can see that this says, *“Endorsements – GARAGED OVERNIGHT”*.

I’ve also seen the Statement of Fact document that sets out the information Mr G provided to One Insurance when taking out his policy. In response to the question, *“Where is Vehicle Kept Overnight”* the response provided was, *“Garaged at [Mr G’s postcode]”*.

One Insurance says Mr G told it his car would be garaged overnight, when he took out his policy. This triggered its GO1 endorsement requiring his car to be kept in a locked garage between the hours of 10am and 6pm when at his home address. Based on this evidence I’m satisfied that Mr G told One Insurance his car would be garaged overnight. And it was made clear in his policy documentation that this must be between 10pm and 6am.

I’ve thought about Mr G’s comments that he couldn’t access his online portal to read his policy documents. This meant he didn’t know about the endorsement.

Mr G says he did try to access the portal around the time his policy inception. He’s provided several emails he received when trying to login into his account. The emails appear to show him attempting to access his account, on 20, 22 and 28 July 2022, without success.

Mr G has also sent screenshots of a webchat with One Insurance’s agent sometime after the theft of his car. The agent explains he had an old policy, which used the same details and email address as his current car insurance. When he logged in to the portal this meant he would only be able to see details of one of the policies. The agent explains that the two accounts had since been merged. This meant he could see all the information under one portal. The agent confirms this was done in January 2013. This was when Mr G had made it aware that he couldn’t view his policy documents, which was around the time of the theft.

Our investigator asked One Insurance to comment further on the portal issue. It responded to say Mr G had a home insurance policy back in 2020-2021. But that this shouldn’t have stopped him accessing his car insurance documents. It says this is because the home insurance documents were removed 90 days after the policy lapsed.

I’ve thought about One Insurance’s comments. But Mr G has provided evidence that shows he still couldn’t access his insurance documents, via the portal, at the time his car was

stolen. This supports his testimony that there was an issue with the portal. This prevented him accessing his policy documents. To do this One Insurance's agent had to resolve the problem before access via the portal was possible.

Having thought about all this, I think the evidence shows there was an issue that prevented Mr G accessing his insurance documents via the portal. But he was aware of this in July 2022. This was around six months prior to his car being stolen. I think a reasonable person would've contacted One Insurance much sooner to report this.

I also note that the online application confirmed there was a garaging endorsement in place. Mr G had sight of this when he was taking out his policy.

Based on this information I don't think Mr G acted reasonably. He was aware of a problem with the online portal, and this meant he couldn't read his policy documents. He should've contacted One Insurance much earlier to resolve this issue. Because he didn't I don't think Mr G's explanation of why he was unaware of the garaging endorsement, is reasonable.

I've thought about what we know about the time Mr G's car was stolen. I've listened to the first notification of loss call from 11 January 2023. In this call Mr G says he discovered his car was missing at 8.30am. He says he last saw it at 1am and had planned to go out again at 3am but didn't.

One Insurance discussed the claim with Mr G again by phone on 26 January 2023. I've listened to this call as well. He says the car was taken between 3am and 8.30am. Mr G subsequently changed this account to him arriving home sometime between 1am and 3am. He explained to One Insurance's agent that he fell asleep, which is why he didn't go out again at 3am as planned. Mr G again confirms that it was 8.30am when he discovered the car was missing.

Having listened to both call recordings there is a discrepancy in Mr G's testimony about the time he'd returned home. However, he was clear that the car wasn't parked in the garage when it was taken. Based on Mr G's testimony the car was parked on his driveway from sometime after 1am until it was noticed missing at 8.30am.

One Insurance says its policy endorsement wasn't followed as Mr G didn't keep the car garaged that evening. I accept this is what the evidence shows. Mr G says he usually keeps the car in the garage. However, it wasn't convenient to do so on this occasion as he was going to be making several trips out in his car. I understand his reasoning for not parking his car in the garage. But his policy terms say he must do so between the hours of 10pm and 6am or cover is excluded.

I note Mr G's comments that the exact time his car was stolen isn't known. This means it could've been taken after the garaging requirement ended at 6am. I've thought carefully about this point.

From Mr G's testimony we know the car was parked on his drive sometime after 1am and before 3am. It was subsequently stolen sometime before 8.30am. From the testimony provided I find it more likely than not that the car was taken some time between 10pm and 6am whilst the house was quiet, and Mr G was sleeping. The terms of his policy require his car to be garaged between 10pm and 6am. It wasn't. Therefore, I don't think One Insurance treated Mr G unfairly when declining his claim for the reason it gave.

In its letter declining Mr G's claim One Insurance says an insurer can "*void*" a policy if the information provided "*isn't a true representation*". It says this could mean the policy being treated as if it never existed. For clarity, I asked One Insurance if it had avoided, or cancelled

Mr G's policy. It responded to say that it didn't do either of these. It says it declined Mr G's claim for the theft of his car but that his cover remained in force.

In summary, although I'm sorry Mr G has suffered a loss, I don't think One Insurance treated him unfairly. 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 G to accept or reject my decision before 25 October 2023.

Mike Waldron  
**Ombudsman**