

## **The complaint**

Mr R complains that Watford Insurance Company Limited incorrectly turned down his claim on his motorcycle insurance policy.

## **What happened**

Mr R's motorbike was stolen so he claimed on his policy. Watford reviewed the claim and turned it down. Watford relied upon a term of the policy which said if Mr R's Compulsory Basic Training (CBT) had expired, then the policy wouldn't provide any cover. Mr R didn't think this was fair and complained.

Watford reviewed the complaint and didn't uphold it, it also noticed Mr R's motorbike was stolen from a different address to the one Mr R had on his policy. As Watford rejected his complaint Mr R brought it here. He said Watford should have known his CBT had expired when his policy renewed, so didn't think it was fair his claim was declined, he also said the term was ambiguous.

Our investigator reviewed the complaint and didn't uphold it. She found that while Mr R's CBT had expired, it was his responsibility to ensure it was up to date. Because of this she didn't think Watford had done anything wrong by turning down the claim. Mr R didn't agree, he said the contract was ambiguously worded and contrary to the requirement of good faith.

As Mr R didn't agree the complaint has come 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.

The relevant term of Mr R's policy says:

"1. This Policy does not apply when any motorcycle covered by it is:

...

- c. Ridden by or in the charge of anyone who;
  - Does not have a valid driving licence and or a valid Compulsory Basic Training certificate if required"

At the time of the theft Mr R had a provisional licence and his CBT had expired almost a year earlier. I'm therefore satisfied this term applies to him. When considering this exclusion, it would only be fair to apply it if it was material to the loss, and in this particular case I think it was. I say this because I've noticed his motorbike was stolen from an address which is different to the one on his policy and he told Watford he had been riding his motorbike regularly and only realised his CBT had expired when he went to send his documents to Watford.

Mr R had ridden his motorbike and it was away from the registered address when it was stolen. I think this is material to the loss so I'm not going to interfere with Watford's decision to turn down his claim.

I've considered Mr R's points about the policy being ambiguously worded and contrary to the requirement of good faith. I'm satisfied the term Watford has relied upon is clear and I'm not persuaded that by allowing Watford to rely on it is contrary to good faith in these circumstances.

### **My final decision**

For the reasons explained 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 R to accept or reject my decision before 8 March 2021.

Alex Newman  
**Ombudsman**