

## The complaint

Mr M has complained that Ageas Insurance Limited unfairly turned down a claim for the theft of his motorbike on his motorcycle insurance policy.

## What happened

Mr M's bike was stolen in the early hours of the morning from a private area at the front of his house. He said he woke up to see thieves cutting through the chains locking the bike before they got away with it.

Mr M claimed for the theft but Ageas turned it down. It said that in order for a theft claim to be covered his policy required him to keep his bike in a "*secured building*" (for example a garage) overnight. Mr M said that his bike was usually kept in a garage overnight. But, on the night of the theft, he couldn't do that as he was repairing the garage. He added that he couldn't contact his brokers to amend the policy as it was outside of their usual working hours.

Mr M brought his complaint to us. One of our investigators looked into it. He didn't think Ageas needed to take any further action. Mr M didn't agree so his complaint's 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 going to uphold it.

In bringing this complaint and in response to our investigator's assessment of it, Mr M's made a number of detailed points. He's referred to various '*articles*' from the FCA's (the Financial Conduct Authority, the organisation which regulates financial businesses including insurers) handbook and its website together with a supreme court judgement. I'm grateful for the time and effort Mr M's gone to to prepare his submissions. I've considered everything he's said and all the articles he's referred to. But, I trust he will not take as a discourtesy that I don't intend to address each individual point raised. Instead, in setting out what I think is a fair and reasonable outcome for this complaint I've focused on the reasons that are central to my decision making. So, if there's something I haven't mentioned, it isn't because I've ignored it. I haven't. It's because I'm satisfied I don't need to comment on every individual argument to be able to reach what I think is the right outcome.

Mr M said he was aware that, in order to be covered for theft, he needed to keep his bike garaged overnight. He said he complied with that requirement on every other night. But, at the time of the theft, he was completing some work on his garage that prevented him from storing his bike in it. So instead he locked it securely at the front of the house. But he was awoken by the thieves using power tools to remove the locks to steal the bike.

Mr M's told us that in earlier years he'd kept other bikes securely locked at the front of the house without incident. I have no reason to doubt him. But I don't think how securely he'd locked his bike or whether or not that had been enough security to satisfy previous insurers helps him in this instance.

Mr M's Ageas policy only covered him for theft from his home if his bike was in a secure building overnight. That means it didn't cover him if his bike wasn't locked inside overnight, regardless of how secure other security measures were and whether this was a one-off occurrence or not. And I haven't seen anything in Mr M's policy documents that might have given him the impression he would be covered for such a one-off event.

When deciding whether to offer policies, and what to charge for those, insurers decide what risks they are prepared to cover and what to charge to cover those risks. In this case Ageas only accepted the risk of theft from Mr M's home overnight when the bike was in a "*secured building*" (garaged). But when Mr M's bike was stolen it wasn't garaged. So he wasn't covered by his policy. And on that basis, Ageas quite reasonably declined his claim in line with the policy's terms.

Mr M said that, after he realised that he wouldn't be able to lock the bike in his garage overnight he tried to contact his broker to tell it. But, as it was in the evening and outside of the broker's office hours, he couldn't do so. Instead, he locked the bike up at the front of his property. He's told us that, after he realised his bike was being "*interfered with*", during the early hours of the morning, he tried to amend his policy using the broker's online portal. He's said he was unable to do so and that he was simply directed to contact the broker in the morning. He said it was only after he did so he learned that he couldn't have amend the policy cover online. Mr M believes Ageas has let him down by not putting in place a system to allow him to make amendments to policy at any time. But I'm not persuaded by his argument.

Mr M told us that when he took out his policy the information the broker provided said he'd be able to make amendments to his policy 24 hours a day. So he thinks it's unfair that he couldn't amend his policy in order to ensure he was covered on the night of the theft. But he's also told us that he first tried to amend his policy through the broker's portal only after he'd discover his bike was being "*interfered*" with. It seems he didn't try to use the portal earlier in the evening when he couldn't contact it by phone. He's clarified that the thieves hadn't actually made off with his bike at that point. But I don't think that matters as to whether or not he should have been able to make an amendment to his policy then.

That's because, at that stage, Mr M was aware that thieves were in the process of using power tools to steal his bike. So I don't think any policy amendment, had Ageas agreed to make such an amendment, would have covered him. The reason for that is, like the vast majority of insurance policies, Mr M's policy is designed to cover risks that might potentially happen in the future, not risks that have already developed and are very much apparent when taking out a policy or making an amendment to it. Such policies won't cover things that have already happened or are in the process of happening.

In other words, when insurers agree to make amendments to their policies it's usual that they only do so to protect against future, as yet unrealised, risks. But that wasn't the case here as the theft was already underway. So even if Mr M had been able to amend his policy, given that the theft was already in progress I don't think that amendment - had he been able to make it, which would also have required Ageas being prepared to agree to it - would have covered him as the risk had already materialised.

Mr M added that when he took out the policy his broker sent him a letter which said he would be able to make round the clock changes to it. And, as he wasn't able to do that, he's argued that Ageas has fallen foul of FCA rules about the provision of information. But I don't agree that's the case here. The offer of a 24 hour policy amendment service was made by the broker, not Ageas. And I haven't seen anything within Ageas' policy documents (the policy wording, statement of fact, schedule or insurance certificate) that offers a 24 hour service (for anything other than making a claim. Instead this was something proposed by the broker. So this isn't something I think Ageas is responsible for. But, even if I did, as I've said above, by the time Mr M tried to make the change to his policy, the theft was already underway, so I don't think the amendment would have covered him. It follows that I don't think I need to instruct Ageas to cover the claim now.

I'll add that I don't think insurers are under an obligation to offer a 24 hour policy amendment service to their clients. So I don't think Ageas has acted unfairly by not either ensuring the offer of such a service or by not addressing in its policy literature the lack of such a service. However, given the broker had offered that service but didn't deliver it, this might be a point Mr M wishes to take up directly with the broker.

Also, our investigator and Mr M have discussed whether it was reasonable for him to begin the work on his garage when he did, as the work wasn't essential and he couldn't be certain he could complete it in time to lock his bike away. They've also discussed whether or not Mr M could have reasonably made the broker aware of his intentions to repair the garage earlier in the day, during office hours. But I don't think I need to add to that discussion in order to arrive at an outcome which is fair and reasonable.

I note Mr M's said that his policy is silent on what to do in such a situation. That is where a garage required repairs and what the policyholder should do in those circumstances. But insurance policies can't cover every eventuality. And I don't think that garage renovations are so common that an insurer would need a specific part of a policy that covers that. I'm certainly not familiar with any other motorbike policies that specifically addresses that issue. So I don't think that's a point Ageas' policy needed to cover.

Further, as I've said above, the key point is that Mr M knew that the policy wouldn't cover a theft if his bike was stolen from his property overnight while not being stored in a garage (or a "secured building"). But he left his bike outside anyway, rather than – say – moving it to another location. So, as Mr M was in breach of the policy terms – keeping his bike in a secured building overnight – he wasn't covered at the time of the theft and Ageas, reasonably in my view, refused his claim on that basis.

In response to our investigator's assessment of the complaint Mr M's commented that the investigator didn't cite things in support of his view like: case law, judicial findings or industry practice guidance. And Mr M will no doubt have noted that, for the most part, I haven't done that either. That's because, while we take all those things into account, we are an informal case resolution service. We are an alternative to the courts and not a substitute for them. And, as such we reach our decisions on what we consider to be fair and reasonable in all the circumstances and specific facts of the case at hand. Such a determination doesn't require an analysis of any reference materials. So while I understand that my decision is likely to disappoint Mr M – I'm satisfied my conclusions are fair and reasonable without citing external materials.

### **My final decision**

For the reasons set out above I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 17 March 2022.

Joe Scott  
**Ombudsman**