

The complaint

Mr K complained about Carole Nash Insurance Consultants Ltd's actions in connection with his motor insurance policy.

What happened

Mr K claimed against his insurer after his motorcycle was stolen from his home then recovered. His insurer declined his claim. They said he'd breached their policy condition requiring him to keep it in a locked and secure garage overnight.

Carole Nash are Mr K's insurance broker. He said he'd told Carole Nash that he kept his motorcycle in a carport, and they'd said that was enough. So he felt it was their fault that his insurer wouldn't pay out. He felt they'd made a mistake. Carole Nash said he'd told them his motorcycles were kept in a garage.

The investigator didn't recommend that his complaint should be upheld. She thought there was no persuasive evidence that Carole Nash had acted incorrectly or treated him unfairly. Mr K didn't agree and so I've been asked to decide.

Mr K has a separate complaint against his insurer regarding their declining his claim, and so I won't comment about that here. I'm only looking at whether Carole Nash, his insurance broker, did anything wrong.

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.

Mr K's motorcycle was stolen in about August 2021. He already had one motorcycle on the policy when on 9 March 2019 he called Carole Nash for a quote for adding another to that policy.

Carole Nash's agent asked where the motorcycle would be kept overnight.

Mr K said "carport."

The agent mis-heard this as "car park" but Mr K indicated that wasn't right and so the agent asked, "where it will be kept overnight, garage?"

Mr K said, "In my yard yes, in garage."

The agent asked about the "structure of garage?"

Mr K replied "solid, brick."

In a later March call nothing was said about this issue and Mr K did add his motorcycle to the policy. In June 2019 Mr K called Carole Nash to change the mileage on his policy.

The agent asked, "Both are stored in a garage at your home postcode?" Mr K agreed and confirmed that there was nothing he wanted to change about the information he'd given. The agent advised him that his insurer had accepted his insurance on condition his motorcycles were kept in a locked and secure garage and that failure to adhere to that condition would invalidate any theft or attempted theft claim. Mr K accepted that.

When in July 2020 Mr K renewed his insurance Carole Nash's agent checked with him if they were kept inside of a garage overnight, and Mr K agreed.

Mr K said he discussed the matter with Carole Nash and told them it was a carport in a locked yard. He thinks this may have been when he was changing address, and his previous address did have a garage. But Mr K has been at the same address since at least 2019, when the first of the above conversations happened. So I don't think any conversation before then matter. I'm satisfied that since at least 2019 Carole Nash made it clear to Mr K that the insurance was conditional on his motorcycles being garaged, and in March 2019 he said that they were. Had Mr K been in doubt about that he had ample opportunity since then to discuss it with Carole Nash or clarify it, but he didn't. Over that period he'd also received the policy papers which clearly stated the conditions about garaging and that failure to do so risked a claim being declined but he hadn't raised any questions about that.

I do think it unfortunate that Mr K's motorcycle was stolen, and that his insurer declined his claim. Mr K thought that Carole Nash had made a mistake which affected his insurer's decision to decline his claim. But given all of the above, I don't think that Carole Nash made any mistake regarding what Mr K said. And as Carole Nash didn't do anything wrong, I don't require them to do anything else.

My final decision

For the reasons I've given above it's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 10 April 2023.



Rosslyn Scott
Ombudsman