

## The complaint

Mr A has complained about West Bay Insurance Plc's decision to reject a theft claim he made under his motorbike insurance policy.

## What happened

Mr A bought a motorbike insurance policy through a broker online with West Bay. He made a claim for the theft of his motorbike.

West Bay rejected his claim as it applied an endorsement which required the bike to be garaged while at his home address. As Mr A's bike wasn't garaged at the time of the theft, West Bay declined his claim.

Our Investigator didn't recommend the complaint should be upheld. Mr A didn't agree and wants an ombudsman 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.

Mr A says we haven't investigated how the endorsement was explained, issued to, or accepted by him when he bought the policy. As the Investigator explained, if Mr A is unhappy with the issue or way the documents were provided to him, he will need to contact the broker separately about this as they arranged the policy on behalf of West Bay.

My decision is about whether as the insurer of the policy, West Bay reasonably rejected Mr A's claim.

Mr A said his motorbike was parked on his driveway outside his home and stolen at around 6pm. In his complaint form, he said he would only put his motorbike in a garage overnight or if he was going away for a long time. He said his motorbike was stolen at 6pm and he was still going to use it until night time.

Under Mr A's policy schedule, West Bay highlighted in bold the endorsements that applied. This included the following endorsement:

***"E728 - Excluding Theft When Not In Private Garage***

*You have agreed that you will keep your vehicle in your private locked garage or building, at your home address, to which only you and anyone with your permission have access. If a theft or attempted theft of your vehicle happens at any time and within a 500 metre radius of your home address when the vehicle is not locked in this garage or building we will not pay the claim. This restriction does not apply to any loss or damage occurring whilst your motorcycle is parked away from your home during the course of a journey."*

Under the 'Product Information Document' which summarises key sections of cover, it reads under the section: "Are there any restrictions on cover?"

*"If you have stated that you will keep your motorcycle in a garage you must ensure it is kept there when unattended at ALL times whilst at the declared garaging address in order for theft cover to apply."*

I'm satisfied that this information was set out in a clear way.

As Mr A didn't comply with the endorsement, I think West Bay's decision to reject his theft claim was reasonable and in line with the policy terms. So I'm not asking it to do any more.

**My final decision**

I'm sorry to disappoint Mr A. But for the reasons I've given 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 A to accept or reject my decision before 17 April 2024.

Geraldine Newbold  
**Ombudsman**