

The complaint

Mr H complains about Trinity Lane Insurance Company Limited's ("Trinity") decision to decline his claim under his motor insurance policy.

What happened

Mr H insured his motorcycle with Trinity and made a claim after it was stolen outside his home. Trinity declined the claim on the basis there was a policy endorsement which required Mr H to keep his motorcycle garaged when it was at home. Mr H complained and said Trinity's decision was unfair as his motorcycle had only been parked outside his garage once due to unforeseen circumstances, and he'd taken all safety and security measures to protect his motorcycle.

Trinity responded and explained they'd put in place an endorsement – and this formed part of the policy conditions. They said the policy conditions formed the basis upon which cover was accepted. Trinity said the specific endorsement which applied here said that, for Mr H's motorcycle to be covered for theft whilst at his home address, it needed to be garaged. Trinity said they'd checked to see whether cover would've been accepted if they'd been informed that Mr H's motorcycle would be kept outside, and they confirmed it wouldn't have been. So, they upheld the decision to decline the claim.

Our investigator looked into things for Mr H. He thought Trinity hadn't acted unfairly in declining the claim. Mr H disagreed so the matter has come to me for a decision.

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 the complaint. I understand Mr H will be disappointed by this but I'll explain why I have made this decision.

Mr H's policy schedule contains an endorsement which says, "*Garage Clause We will not pay any claim for loss of or damage to your motorcycle when it is parked at or within 500 metres of your home, or the address you have told us you keep the motorcycle at, unless the motorcycle is in a properly constructed and locked building agreed by us.*" Insurers will often apply endorsements in circumstances where they believe there is a risk which may not be adequately covered by the policy terms and conditions – and that's what Trinity did here. It's not unusual or uncommon for insurers to do this – particularly in motor insurance. The endorsement here required Mr H to keep his motorcycle garaged while parked at home. Given there's no dispute that Mr H's motorcycle wasn't parked in his garage at the time it was stolen, I don't think it's unfair for Trinity to rely on the garage endorsement here as it's relevant to the circumstances of Mr H's claim. It therefore follows, I don't think Trinity have acted unfairly here in declining Mr H's claim.

I do acknowledge Mr H's points about him chain locking his motorcycle and security measures he took in relation to the key. But it's for an insurer to decide what risks they're

prepared to cover – and in this case, the endorsement shows Trinity were prepared to accept the risk of insuring Mr H's motorcycle but only in circumstances where it was kept in his garage while parked at home. I do acknowledge why Mr H wanted to ensure he'd taken all appropriate steps to keep his motorcycle safe while parked outside his home, but the endorsement doesn't say Trinity will provide cover in such circumstances.

Mr H also says it was only the one occasion when he parked his motorcycle outside his home, and he has also explained the circumstances which led to him having to park his motorcycle there. I have carefully considered these points, but as I've mentioned above, it's for Trinity to decide what risks they're prepared to cover, and I think the endorsement was clear in what Trinity were prepared to cover.

I can see Mr H believes Trinity should refund a proportion of his premium, given that he doesn't now have a motorcycle insured with them. I can't see this has been raised with Trinity or that they've addressed this as a complaint. So, Mr H will need to request any refund directly and if Mr H does have any complaints about this following his request, this will need to be raised with Trinity in the first instance before our service is able to look into this.

I understand Mr H will be disappointed, and I am sorry to read about the impact the theft has had. But my role here is to decide whether Trinity have acted fairly and reasonably in declining the claim – and from the information I've seen, I think they have. I wish to reassure Mr H I've read and considered everything he has sent in, but if I haven't mentioned a particular point or piece of evidence, it isn't because I haven't seen it or thought about it. It's just that I don't feel I need to reference it to explain my decision. This isn't intended as a discourtesy and is a reflection of the informal nature of our service.

My final decision

For the reasons I have given, it is my final decision that the complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 24 July 2024.

Paviter Dhaddy
Ombudsman