

## **complaint**

Mr T complains that MCE Insurance Company Limited has refused his claim for the theft of his motorcycle because it says he didn't leave it with the steering lock on. He would like MCE to pay the claim.

## **background**

In July 2017, Mr T left his motorcycle locked in a garage with the immobiliser on. When he returned a couple of days later, the garage doors were open and the bike had gone.

MCE relied on its terms and conditions. These said Mr T wouldn't be covered for theft unless the steering lock was on when the bike was left unattended. It said that, if it had been, it might have deterred the thieves from taking it. Trying to remove it would cause damage to the steering mechanism and the bike would have been a total loss.

Our investigator was satisfied that, even though the steering lock hadn't been on, Mr T had taken reasonable steps to secure the bike by locking it in a garage approved by MCE and leaving the immobiliser on. He concluded that, in these circumstances, it wouldn't be fair for MCE to refuse to pay out on the claim.

MCE disagreed and asked for an ombudsman to review the complaint. It said that it could have been an opportunist theft. If it was, it would have been impossible for the bike to be wheeled away with the steering lock on and the thieves wouldn't have been able to lift a bike weighing about 199 kilos.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I don't think it's particularly helpful to speculate on whether this was an opportunist theft or if the thieves came prepared with equipment to remove Mr T's motorcycle. We simply don't know.

I do consider that, on the facts of this particular case, Mr T had taken reasonable steps to keep his motorcycle secure when he wasn't using it. There's no evidence that the bike would have been any safer if the steering lock had been left on. I think it's unlikely that the bike was simply wheeled away, as this in itself was likely to attract attention and would not have been a practical way of removing the bike any distance from the garage where it was kept. So I'm satisfied that, in this instance, it wouldn't be fair for MCE to rely on its terms and conditions.

**my final decision**

I uphold the complaint. I require MCE Insurance Company Limited to settle Mr T's claim for the theft of his motorcycle.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 4 December 2017.

Melanie McDonald  
**ombudsman**