

## **complaint**

Mr S has complained that Zenith Insurance Plc has refused to pay his claim under his motorcycle insurance policy after his scooter was stolen.

## **background**

Mr S's scooter was stolen from his garden in November 2017. The police found it, but it was damaged so he made a claim to Zenith.

Zenith refused to pay his claim as the scooter wasn't locked in his garage given he wasn't using it. So the policy conditions didn't allow it pay his claim. Mr S said he was planning to go out again, which was why he hadn't locked it in the garage. He also thought the policy term requiring him to lock it in his garage said it only had to be locked up from 10pm onwards. Mr S's scooter was stolen around 7pm.

Zenith also said the policy required him to have a lock on his scooter as well and that wasn't on the scooter when it was stolen.

As Mr S remained dissatisfied, he brought his complaint to us. The investigator didn't think Zenith had done anything wrong.

Mr S didn't agree so his complaint was passed to me to decide.

## **my findings**

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 upholding this complaint and I'll now explain why.

Zenith's policy clearly says Mr S had agreed to keep his scooter in a locked garage at his home address. It also said if his scooter was fitted with a steering lock this also needs to be set. This is set out in the policy, and most especially the Key Facts document, the policy schedule and the Statement of Facts. And I can see from Zenith's file that it gave all these documents to Mr S. This means I think Zenith ensured Mr S was aware of the need to keep his scooter in a locked garage when he was at home and not using it.

So as Mr S's scooter was stolen from his garden, even though the garden gate was locked, as it wasn't in his locked garage, Zenith has done nothing wrong in not paying Mr S's claim.

## **my final decision**

So whilst I do appreciate Mr S will be disappointed, 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 S to accept or reject my decision before 19 April 2018.

Rona Doyle

**ombudsman**