

## **complaint**

Mr S complains that Ageas Insurance Limited should meet his claim on a motorcycle insurance policy.

## **background**

Mr S reported that his motorbike had skidded on some builder's gravel, injuring him and damaging the bike. Ageas cancelled his policy as if it had never existed. It said he'd incorrectly said he kept the bike overnight in a locked garage.

The adjudicator didn't recommend that the complaint should be upheld. He didn't think that Ageas had acted unreasonably in its decision to void the policy and not meet the claim. As it had already refunded the premium Mr S paid, it didn't need to do anything else, the adjudicator said.

Mr S disagrees with the adjudicator's opinion. He says, in summary, that he kept his bike safe behind locked gates in a rear garden.

## **my findings**

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

Mr S went on a motorcycle insurance website. It asked him a clear question whether the overnight storage of his machine was "Driveway", "Locked garage", or "Road".

Mr S answered "Locked garage". I don't think that was correct. From his video, I don't think Mr S had a garage at all.

The website didn't give him the option of saying his machine was in a locked garden. But – as he took it from the road to private land overnight, I think a better answer would've been that it was on a driveway.

So I'm not satisfied that Mr S took reasonable care to give a correct answer.

I don't share Mr S's view that Ageas ought to have checked straight away that his answer was correct.

I accept that the claim was nothing to do with where Mr S kept the bike overnight.

But I accept Ageas' evidence that it wouldn't have offered a motorcycle policy to anyone who didn't keep their machine overnight in a locked garage.

So Ageas wouldn't have been Mr S's insurer if he'd given a correct answer.

Therefore I don't think Ageas treated Mr S unfairly by treating the policy as if it had never existed. This included refunding the premium – and declining to deal with any claim.

I don't think it would be fair and reasonable to order Ageas to pay the claim or to do anything more in response to Mr S's complaint.

**my final decision**

For the reasons I've explained, my final decision is that I don't uphold this complaint. I make no order against Ageas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 18 July 2016.

Christopher Gilbert  
**ombudsman**