

complaint

Mr C complains that MCE Insurance Limited sold him a motorcycle insurance policy which – contrary to his needs - did not cover theft.

background

Someone took Mr C's bike and he did not get it back. He complained that he was not insured.

The adjudicator did not recommend that the complaint should be upheld. She concluded that MCE provided Mr C with the cover he asked for – which was third party only (TPO).

Mr C disagrees with the adjudicator's opinion. He says, in summary, that he asked MCE to match a quote which included cover for theft.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

I have seen a policy document for Mr C's policy which expired in October 2013. It was on a TPO basis.

When that policy expired, Mr C took out another policy. It was also on a TPO basis. So – when someone stole his old bike later that year – he was not covered for theft.

The next month he got a new machine and rang MCE. In view of the previous uninsured theft, I would expect Mr C to have been alert to the difference between TPO and third party, fire and theft (TPFT). And indeed, from a call recording, I am satisfied that he understood the difference when he asked for third party not fire and theft.

I have seen a copy of an email Mr C says he sent to MCE asking it to match a quote. But I do not accept that Mr C told MCE that he wanted – and was willing to pay for – TPFT cover.

MCE sent the policy schedule and the statement of facts. Each document said:

“TP only”.

Six months passed before someone stole the new bike.

I keep in mind the telephone recording and the policy documents. Therefore I do not think that MCE treated Mr C unfairly or unreasonably by providing him with the policy as it did.

Mr C has made some new points in his complaint and, in my view, has sought to broaden it since he complained to MCE. I consider that it did not initially include a complaint that MCE owed him a net balance of money for the period after the theft and the cancellation of the policy. As we are dealing with that complaint separately, I do not consider that it would be fair for me to make any findings on it in this decision.

my final decision

For the reasons I have explained, my final decision is that I do not uphold this complaint. I make no award against MCE Insurance Limited.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr C to accept or reject my decision before 11 June 2015.

Christopher Gilbert
ombudsman