

complaint

Mr F has complained that Advantage Insurance Company Limited unfairly refused his claim for the theft of his motorbike under his motorbike policy.

background

Mr F had driven his motorbike into London to attend a social work's event. He parked and secured his motorbike on the street in a motorcycle bay. When he came back, his motorbike had been stolen.

He made a claim to Advantage and confirmed to them on the telephone he was using his motorbike for work. Advantage then said as his policy excluded any commuting for work purposes, it wasn't paying his claim.

Mr F complained but Advantage didn't change its stance. So he brought his complaint to us. The adjudicator didn't recommend that it should be upheld. Mr F didn't agree so his complaint has been 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.

Mr F's policy clearly doesn't provide any cover for commuting to work and it was on this basis the amount of his premium was charged. I've listened to the call recording when Mr F first reported the theft of his motorbike to Advantage. Mr F clearly said the incident occurred sometime between 9.30am and 5pm. Advantage's operator said *'So the last time you used that vehicle obviously was to park up. Was that to go to work, was it?'* Mr F said *'yeah it was yeah. I only have to go in once or twice a week.'*

So it's clear to me on this day Mr F drove his motorbike to London for this workday regardless of whether or not it was social work day and unfortunately, it was stolen. In the call Mr F didn't go on to explain to the operator that normally he used the train for getting to work when required to go into the office, given he's said he mainly works from home. This is what he said later. I understand this was Mr F's first day at this job and he's said before this, he had been unemployed for a couple of months. He also before that, he again worked from home and was generally only in the office occasionally.

However, the call recording gives the impression that Mr F wasn't aware at that time, he had no cover for using his motorbike to get to and from work, or more probably had forgotten he had no cover for that. As it's clear, he was simply making a claim for his stolen motorbike. Mr F has shown us his bank statements, which does show he hasn't put fuel in his motorbike that often using his bankcard.

And I do think Mr F would appear not to have used his motorbike that often, but that isn't the point. He had no cover to use his motorbike for commuting to work and on this day, he did use it to commute to a work event. Consequently, when it was stolen, I consider Advantage hasn't done anything wrong in refusing to pay his claim.

The reason why cover can be restricted in this way on motor policies is that when a person is at work, they tend to be gone for an entire working day as Mr F was here, as he said he

parked his motorbike at 9.30am and didn't get back to it until about 5.30pm. So obviously, the motorbike is left in the same place for several hours, which makes theft more likely. That in turn increases the risk to insurer, Advantage here, which would mean if it chose to cover this risk, it would have charged a higher premium. It's not reasonable to expect Advantage to cover a risk to which it hasn't agreed or indeed, for which it hasn't charged the right amount of premium.

my final decision

So for the reasons I've discussed above, 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 F to accept or reject my decision before 30 May 2018.

Rona Doyle
ombudsman