

complaint

Mr B complains that Zenith Insurance plc won't accept a claim on his motor insurance policy. He's represented by Mrs O.

background

Mr B had his motorbike stolen from his garage. He made a claim on his motor insurance policy. But Zenith declined the claim, saying as the motorbike hadn't been in a locked garage, he wasn't covered.

Mrs O didn't think this was fair. She explained the garage has two doors. A main door, which was locked. And a small side door, which was unlocked. But the motorbike wouldn't have fit through the side door.

One of our investigators looked into what had happened. She thought because the side door was unlocked, the motorbike hadn't been in a locked garage. So she thought it was fair for Zenith to decline the claim.

Mrs O disagreed. She said as the motorbike wouldn't fit through the side door, it being unlocked didn't compromise the security of the motorbike. Especially as the main door couldn't be opened from the inside.

Our investigator's opinion remained unchanged, so the complaint has been passed to me for a final decision.

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've decided not to uphold this complaint.

There's no doubt that Mr B's motorbike was stolen. How it happened is a mystery since it wouldn't have fit through the side door (without it being dismantled), and there was no damage to the main door. But I don't need to decide how the motorbike was stolen. Instead, I need to decide if Mr B has a valid claim on his motor insurance policy.

Mr B's policy has an endorsement which says:

"While your motorcycle is parked at or within 500 metres of:

** Your private dwelling house...*

*...cover for theft or attempted theft only applies if at the time of the loss...occurring your motorcycle is being kept in a **locked** [my emphasis] private garage or outbuilding."*

So Mr B's policy doesn't cover him for the loss of his motorbike within 500 metres of his home, unless the motorbike was in a locked garage. This is a term Zenith is entitled to use. And I think it's easy to spot (it's one of only two endorsements on the page straight after the policy schedule) and it's clearly worded.

Mr B's motorbike was in his garage at his home. The main door was locked, but the side door wasn't. I know Mr B and Mrs O feel strongly that the side door had nothing to do with the theft. But the garage wasn't "locked" as required by the policy. So I think it's fair for Zenith to decline Mr B's claim.

I'm aware of some customer service issues which arose as the claim, and then later the complaint, was handled. But Zenith has acknowledged its short comings, apologised, and offered Mr B £300 to make up for them. I think this is enough to put things right.

my final decision

I know this will come as a huge disappointment to Mr B. But for the reasons I've explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 10 April 2017.

James Langford
ombudsman