

## **complaint**

Mr L has complained about Europa Group Limited. He isn't happy that it turned down a claim on his motorcycle insurance.

## **background**

Mr L's motorbike was stolen and he put a claim into Europa. It voided the policy (treated it as if it didn't exist) and didn't deal with the theft claim. This was because they said that during the claim call Mr L made them aware that he was using his bike for commuting to and from different places of work and his cover didn't extend to this use. Mr L had selected social, domestic and pleasure use including commuting to and from one fixed place of work when selecting what cover he wanted.

Mr L is not disputing what was input at the point he took out his original policy. But has said that Europa should have picked up from his occupation and the fact he used a business card to pay for the insurance that he was using the bike for business use.

Europa has said that the original policy was taken out online through a comparison site. The usage details were entered by Mr L. They have also said on renewal that they confirmed with Mr L that no changes needed making to the policy and Mr L confirmed that they didn't.

Europa have cancelled the policy and offered Mr L a full refund. They have said that as business use is not something they offer, Mr L would not have been able to insure his bike with them had the correct use been selected.

Our investigator agreed that the business had not done anything wrong when turning down the claim, due to the fact it was Mr L that chose this type of cover.

Mr L did not agree with the outcome and so the case has been passed to me to issue 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.

There is no doubt that Mr L has been left in a very difficult position due to the voidance of his policy and the theft of his motorbike. But I have to consider whether Europa acted fairly and reasonably when turning down his claim. Based on what I have seen from both parties, I won't be upholding Mr L's complaint.

When Mr L took out his first motorbike policy it was completed on a comparison website. During this process Mr L had no contact with a Europa representative. And it would have been down to him to complete the details as accurately as possible. Mr L selected social domestic and pleasure use including commuting to and from one fixed place of work.

Europa have supplied a copy of the questions Mr L was asked on the website and they state that social domestic and pleasure including commuting only covers the rider to a permanent place of work. Had Mr L selected riding to different sites, the website would have directed him to business use. Europa has confirmed that had business use been selected, Mr L would not have been directed or able to insure with them, as this is not something they offer.

Europa has also supplied a copy of Mr L's renewal document. In the document it states:

Limitations as to use subject to the exclusions below.

Use for social, domestic and pleasure purposes including use by the policyholder/named rider(s) in person for travelling to and from a permanent place of work/business but excluding use for the purpose of any profession, trade, business, employment, despatch riding, courier, messenger or food delivery services.

Prior to renewing his policy, Mr L called to change the make and model of his motorbike. Europa has supplied a copy of the script used for mid-term adjustments and one of the questions asked was about usage. I have no reason to believe this question wasn't asked by the Europa representative. And had Mr B advised he was using the motorbike to travel to and from different sites, I think it's more likely that not that cover would have been declined at this point.

Having listened to a telephone call from when Mr L called to renew his policy, it is clear in this call that he confirms that no changes needed making to his cover. I can see no reason why Europa would've questioned Mr L's usage of the motorbike. Following the call, Mr L was transferred to an automated message that again confirmed the importance of checking the information supplied. It also reiterated that incorrect information given could invalidate his insurance cover.

Mr L has said that Europa should have realised that he was using his bike for business purposes based on his occupation. From what I've seen on the renewal notice, Mr L has put his occupation as building contractor. Europa has no obligation to question this information when renewing his policy. Building contractor is also not a common occupation that would be linked to business use like courier or delivery driver may be. So again I don't think this would have alerted Europa to the fact the usage had been input incorrectly.

Mr L has said he paid for his policy using a business payment card and this is something Europa failed to pick up on. Looking at Mr L's renewal notice I can see that the bike was insured under his personal name rather than his company. He has also confirmed that he is the owner and registered keeper. Based on this information, I don't expect an insurance representative to question the method of payment used and link this to the usage needed.

Based on the information I have seen from both parties, I cannot agree that Europa have made any errors that led to Mr L's policy being voided and his claim turned down. For the reason stated above I won't be upholding this complaint.

### **my final decision**

I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 3 July 2017.

Tom Wagstaff  
**ombudsman**