

complaint

Mr H complains that Zenith Insurance plc won't pay a claim he made under his motorcycle insurance policy after his scooter was stolen.

background

Mr H arranged to insure his scooter through a broker I'll call "B". The policy was underwritten by Zenith. In March 2017 he parked his scooter at a railway station. When he returned later that day he found it had been stolen. He made a claim on his policy.

Zenith investigated his claim. Mr H acknowledged that he hadn't engaged the steering lock on the scooter; he said he wasn't aware it had one. And although he carried a chain in his luggage box, he hadn't fitted this. Zenith said CCTV showed the thief pushing his bike away from the station. It said Mr H hadn't taken reasonable care to protect his scooter as required by the policy terms; so it wouldn't meet his claim.

Mr H complained to us. He said B hadn't sent him a booklet containing the policy terms. So he wasn't aware of the term requiring him to take reasonable care of the scooter or engage the steering lock.

Our investigator didn't recommend that this complaint should be upheld. She said the relevant provision in the policy excluding liability was as follows:

*"• loss of/or damage to **your bike** or its contents by **theft** or **attempted theft** or an unauthorised person taking it and riding it if it has been; left unlocked; left with the keys in, on or in the immediate proximity of the **bike**; or reasonable precautions have not been taken to protect it."*

Mr H didn't think he had acted unreasonably, or without sufficient care, in leaving his scooter in a public area outside the front of a train station without a chain. Many other scooters parked in the same place didn't have chains round their wheels.

The investigator said that regardless of what other scooter owners chose to do, Mr H hadn't taken any steps to prevent theft, although he had the means to do so. So she didn't think he had taken reasonable care, and Zenith was entitled to decline his claim under the policy terms.

She said that the term was common in most insurance policies, so the fact that Mr H didn't have a copy of the policy wording didn't alter her view. And the responsibility for supplying the policy booklet lay with B, not Zenith.

Mr H responded to say, in summary, that:

- the requirement to take "reasonable precautions" was imprecise. The policy should say exactly what Zenith wanted policyholders to do, for example apply the steering lock, chain the wheel, or both;
- in doing what most other scooters had done he had satisfied the requirement to "take reasonable precautions". He acknowledged they may well have engaged their steering locks; but at the time he didn't know he had a steering lock. He had parked his scooter in what he considered to be a safe place in view of security cameras ; and

- the stolen scooter was his first motorcycle and he had only been using it for a few months before it was stolen.

my findings

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

I note that the records for the scooter show that Mr H bought the scooter in October 2014. So he had owned it for some two and a half years before it was stolen, and presumably had insured it during that time.

I agree with the investigator that it is a common provision of insurance policies to require a policy holder to take reasonable care of the goods being insured. So Mr H should have been aware of this requirement, even if he didn't receive a policy booklet when his policy was amended in January 2017; and I agree this was the responsibility of B, not Zenith.

Irrespective of what Mr H thought other owners were doing to secure their scooters, I don't think in the circumstances he did take reasonable precautions to secure his own scooter. I think the wording in the policy is sufficiently certain without having to list what precautions policyholders should take. So I think Zenith was entitled to refuse to meet Mr H's claim.

my final decision

My decision is that I don't uphold this complaint, and make no order against Zenith Insurance plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 27 November 2017.

Lennox Towers
ombudsman