

complaint

Mr R has complained that BISL Limited ("BISL") has asked him to pay his annual premium in full, following a theft claim that he made against his motorbike policy. He also complained that BISL did not give him a chance to insure an alternative motorbike on his policy.

background

The adjudicator investigated this complaint and did not uphold it. Mr R's motorbike was stolen and BISL accepted his claim. As Mr R had bought his motorbike by borrowing the funds from a finance company, BISL rightly paid the finance company the outstanding balance Mr R owed it for his motorbike and sent the remainder, namely £160, to Mr R.

The adjudicator also listened to the call recording of when Mr R decided to cancel the policy. He was satisfied that Mr R was given the chance by BISL to insure an alternative motorcycle on his policy. He was also satisfied that Mr R instead chose to cancel the policy, when given the option to do so as Mr R told BISL in that telephone call that he was not intending to get another motorbike.

The adjudicator went on to explain to Mr R that the full premium would be due to be paid, as Mr R had made a claim against his policy, which BISL had paid.

Mr R disagreed with the adjudicator's view, as he felt that he was mistreated by BISL.

my findings

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

As Mr R made a theft claim against his policy which was settled by BISL, I find that the full annual premium would be due to be paid as Mr R benefited from being insured under his policy.

Having listened to the call recording myself, I am satisfied that Mr R was given the option to continue with his policy by insuring another motorbike, and he chose not to do so. Therefore as Mr R did not want to insure another motorbike for his policy to continue and wished to cancel his policy, I find that the full premium would be due to be paid by him as he had had the benefit of his insurance as BISL had paid him for the theft of his motorbike.

Mr R has stated that he should have been given advice by BISL concerning his finance agreement and continuing to pay for his insurance by instalments. However I am satisfied that BISL would not have been entitled to advise him on his finance agreement as it was not BISL who had lent the funds to Mr R to enable him buy his motorbike originally. Further, given that Mr R had confirmed in the call recording to BISL that he would not be getting another motorbike, there was no reason for his insurance to continue and indeed Mr R cancelled his policy.

my final decision

For the reasons above, it is my final decision that I do not uphold this complaint and I make no order against BISL Limited.

Rona Doyle
ombudsman