

## **complaint**

Mr G has complained that Zenith Insurance plc unfairly refused to settle his claim on his motorcycle policy when his motorbike was stolen.

## **background**

Mr G made a claim to Zenith and said he took his bike out from his neighbour's garage at 3am and got it ready for a journey he intended to make later that day. He then said that he discovered his bike was stolen at midday.

Zenith investigated his claim but decided not to pay it because Mr G's bike wasn't secured in a garage at the time it was stolen and this was excluded under his policy. This exclusion did allow a claim to be made if Mr G had parked his bike during the 'course of a journey'.

Mr G then told Zenith that he had actually left his home at around 3am to start his journey, but after about twenty minutes he decided that due to icy conditions it wasn't safe to ride, so he returned home. He then locked his bike to a lamppost outside his home. Mr G believed that he had parked his bike during the 'course of a journey', so he thought Zenith should pay his claim. But Zenith didn't agree.

Mr G then brought his complaint to us. The adjudicator who investigated it didn't recommend it should be upheld. He was of the view that Zenith had been reasonable in refusing to pay Mr G's claim because he didn't think Mr G was in the 'course of a journey' when his bike was stolen.

Mr G doesn't agree, so the matter has been referred to me to decide.

## **my findings**

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

Mr G is very unhappy with Zenith's decision to refuse his claim; specifically he says because it hasn't defined what it means by the 'course of a journey' under its exclusion which it has relied on.

Mr G's policy says;

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

As it isn't in dispute that Mr G's bike wasn't locked in a garage when it was stolen, I think Zenith was reasonable to say Mr G's circumstances didn't meet the first part of this exclusion.

Under the same exclusion, the policy then says;

*"This restriction does not apply to any loss or damage occurring while your motorcycle is parked during the course of a journey"*

Mr G later said that he started his journey which was going to be a 400 mile trip, but returned home after about twenty minutes because of icy conditions around 3am. Mr G believes that this addition to his original account shows that he was in the 'course of a journey' when he parked his bike outside his home. He thinks Zenith has been unfair to him as he believes it disregarded his follow up account. He says he was upset and shocked about the theft when he made his first call to it, so he didn't initially tell Zenith everything about the circumstances leading to the theft of his bike.

Zenith explained to Mr G that the exception to this restriction is in place for someone who for example, stops for refreshments, so is intending to promptly continue with their journey. I think this explanation is a reasonable one, as it isn't possible to secure a bike in the same way if parked during a journey, as it is while at home.

However, in Mr G's circumstances, he secured his bike outside his home at around 3am, and the next time he looked out to see what the weather was like, he says it was around 9am. It wasn't until midday that he discovered his bike was stolen.

Taking into consideration both of Mr G's accounts, I think it's fairer to say that Mr G abandoned his trip at 3am, rather than stopped part way through, as he returned home for several hours. So I don't think his bike was stolen while parked during the 'course of a journey'. Consequently, I think Zenith's decision that Mr G wasn't in the 'course of a journey' was reasonable.

#### **my final decision**

For the reasons given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr G to accept or reject my decision before 3 August 2015.

Geraldine Newbold  
**ombudsman**