

## **complaint**

Mr K has complained about Liverpool Victoria Insurance Company Limited's decision to decline a theft claim he made under his motorcycle insurance policy. A third party is representing Mr K in his complaint

## **background**

Mr K bought a motorcycle policy with the insurer Liverpool Victoria (LV) through a broker. His motorbike was stolen and so Mr K made a claim to LV.

LV declined Mr K's theft claim. It said Mr K's motorbike wasn't kept in a properly constructed garage when it was stolen. This was an endorsement condition under his policy, which LV said hadn't been met.

Mr K complained to LV as he didn't think its decision was fair. He didn't think LV had clearly defined what it meant by a 'properly constructed' garage. Mr K believed his claim should be met.

But LV said its decision was correct. So Mr K asked us to look at his complaint. He raised a number of concerns about the sale of the policy by the broker.

Our investigator didn't recommend Mr K's complaint should be upheld. She looked at the photos Mr K provided of the area where he'd kept his motorbike when it was stolen. She didn't agree it was secure, or that it could reasonably be described as a garage.

The investigator explained that as LV didn't sell the policy, any concerns Mr K had about that would need to be raised separately with the broker. But she felt LV had properly considered Mr K's claim and reached its decision reasonably.

Mr K didn't agree. So the matter has been passed to me to decide.

## **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 don't intend to uphold it.

My decision relates only to LV's decision to decline Mr K's theft claim. Any concern Mr K has about how the policy was sold doesn't form part of this decision.

Mr K's policy schedule with LV explained that it enclosed important information as part of Mr K's insurance document. Under the title "Garaging Endorsement" LV says;

*"This insurance does not cover loss or damage to the Insured Vehicle caused by theft or attempted theft of the vehicle (Section 2) unless it is kept in a properly constructed and locked garage"*

LV's fully policy wording doesn't provide any additional explanation as to what it means by 'properly constructed.' So I've looked at the photos provided by Mr K of the area he kept his motorbike to decide if LV's decision was fair and reasonable.

The entrance to the area has the appearance of a garage in that it appears to have a brick frame and a metal shutter. However, once inside, the rear isn't secure. It opens out to the garden. The side area is constructed of part timber and part plastic or glass.

LV provided an online image of the area. This shows that the roof is made of plastic panels.

I understand Mr K will be disappointed with my decision. But I think LV's decision to decline Mr K's theft claim was reasonable. I don't think he left his bike in a properly constructed and locked garage, as LV's policy required.

**my final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 19 April 2018.

Geraldine Newbold  
**ombudsman**