

## **complaint**

Mr T complains that MCE Insurance Company Limited provided him with poor service after he made a claim on his motorcycle insurance policy.

## **background**

Mr B's motorbike was written-off in an accident. He notified MCE on 25 August 2017 and accepted the settlement sum it offered him in November 2017. Prior to that Mr B had faced poor service and delays. In December 2017 MCE offered Mr B interest on the settlement sum from the date of the accident to the day payment was made. It also offered him £500 for delay, £150 for inconvenience and £25 towards postage charges. MCE didn't accept that its agent had lost the key that should have been with the bike.

Initially our investigator upheld Mr B's complaint. He said there was evidence that MCE's agent had checked for the bike's service history documents. As they were stored under the seat - and the key was needed to unlock it - the agent must have had the key. So he said MCE should pay for the lock to the bike's top box to be reconfigured or replace the box.

MCE had already given us a collection sheet signed by its agent on 19 September 2017. It said there was no key with the bike when it was collected. MCE later provided an email from its agent dated 19 October 2017. The email was in response to a request from MCE for it to look for the bike's service history. The agent said it had no keys for the bike. MCE also gave us a statement from its agent to say that the bike's seat was loose and could be released by pulling a cable. That was how it was able to check for the bike's service history.

In the light of the new information, the investigator thought MCE had acted reasonably. Mr B said the recovery agent insisted the keys were in the bike when it was handed over to MCE's agent. He asked for a review of the complaint, so it was passed to me.

## **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 can see why Mr B thinks MCE's agent must be to blame for the loss of the key, but I don't think he's been able to show that was the case. It seems the recovery agent was given the key by the police, so there's no doubt that it got as far as the garage. The recovery agent is sure it was handed over to MCE's agent - but the evidence doesn't support that belief.

The collection sheet shows that a key wasn't present when MCE's agent took the bike - at a point well before there was any dispute about the key's loss. The later email confirms the lack of a key, and the agent has explained how it was able to check for documents.

I think MCE made a reasonable offer to compensate Mr B for the poor service and delays that it accepted were its fault. I think it's very unsatisfactory that the keys disappeared. And I don't think it was unreasonable for Mr B to assume that MCE's agent was at fault - given the assurance he got from the recovery agent. But the recovery agent may be mistaken.

I don't think Mr B's able to show that MCE's agent did anything wrong, so I can't ask it to do anything further. MCE has said that the compensation payment of £833.44 that it offered Mr B in January 2018 will be issued if he contacts it.

**my final decision**

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 B to accept or reject my decision before 7 July 2018.

Susan Ewins  
**ombudsman**