

complaint

Mr B complains that Markerstudy Insurance Company Limited rejected his claim after his motorbike was stolen.

background

Mr B's bike was stolen when it was parked outside his house and secured with a lock. He made a claim on his insurance with Markerstudy but it refused it. Mr B's insurance had an endorsement which excluded cover for theft of the vehicle when it wasn't stored and locked in his garage.

Mr B complained and said he was still using the bike when it was stolen. He'd returned from shopping and his bike was outside his house while he put his shopping away. He intended on going out on his bike again to meet friends when it was stolen.

Markerstudy said Mr B's insurance premium was based on several risk factors, and when Mr B started his policy he agreed that his bike would be stored in a properly constructed and locked garage. When Mr B reported the theft to Markerstudy he said he'd returned from shopping and parked his bike outside and put the lock on it. He kept looking out of his window during the evening, and then realised his bike had gone about two hours after he'd got home. Markerstudy said this breached the endorsement on his policy.

Our investigator said the cost of the policy would've been established according to risk and parking a motorbike in a locked garage provides a lot more security for the business. So she thought it was an acceptable term to mitigate the risk which Mr B was aware of. The investigator thought Markerstudy wasn't obliged to meet Mr B's claim as this particular term had been breached.

Mr B didn't accept the investigator's findings as he said he was still using the bike. He'd put it outside his house while he put his shopping away and then was going to go out on it again.

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 do understand how Mr B views his use of his bike on the evening it was stolen. He used it to get his shopping and then parked it outside of his house while he unpacked what he'd bought, and he intended to go out on his bike again that same evening.

I've looked through the terms of Mr B insurance policy. This says *'We will not pay any claim under Section 2 for loss or damage by theft or attempted theft when the insured motorcycle is parked at the Insured's permanent place of residence and/or the declared garaging address, unless the motorcycle is kept in a properly constructed and locked garage.'*

And I've listened to all the call recordings Markerstudy has provided of its conversations with Mr B. This includes the call he made to initially report the theft of his bike, and the telephone interview he had about the circumstances of what happened.

Mr B said that he returned from shopping at about 11pm that evening. He described checking on his bike out of the window in the time after that. And, at one stage he noticed a large van driving past. He noticed his bike was gone at around 1am.

I realise that Mr B feels the bike was parked up with his lock on it while he unpacked his shopping and that this wasn't for a long period of time. He's also said that his garage is down the road from his house so I appreciate this may not have been convenient if he was unloading his shopping.

However, the bike was stolen while it was parked outside Mr B's house, rather than stored and locked in his garage. And even though he may have been going out on it again at some point, I don't think it's reasonable to consider this him using the bike at the point it was stolen, when he'd put his lock on it and was inside his house.

So whilst Mr B intended on using his bike again but it was stolen before he had that opportunity, I don't think Markerstudy has acted unfairly in refusing the claim when Mr B hadn't kept his bike in his locked garage through the time he left it outside of his house.

my final decision

My 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 11 December 2017.

Cathy Bovan
ombudsman