

complaint

Mr F has complained that MCE Insurance Company Limited unfairly refused to deal with a claim he made under his motorcycle insurance policy when his motorbike was stolen.

background

Mr F's bike was stolen and he made a claim to MCE. Mr F told MCE that he had taken his bike to work and unfortunately when he later left work his bike was gone. MCE refused to deal with Mr F's claim because his policy excluded using his bike to travel to and from work.

Mr F complained to MCE and said that he normally got a taxi to work but had used his bike only that day. But MCE maintained its decision not to deal with Mr F's claim.

Mr F didn't agree and so he brought his complaint to us. He said that MCE hadn't sent him any documents about his policy so he didn't know that his insurance excluded driving his bike to and from work. He said that he had locked his bike, and if he had parked it in the road where it was stolen from for social reasons, MCE would have dealt with his claim, so he felt it was being unfair to him.

The adjudicator who investigated it didn't recommend it should be upheld. He was of the view that MCE had clearly explained what was covered in its policy which it had sent to Mr F, so it had been reasonable in its decision to refuse to deal with his claim.

Mr F 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 F bought his policy online last year and MCE sent his policy documents to him by email to the same address as the one he has given us to contact him. MCE says Mr F never contacted it to tell it he hadn't received his policy documents. So I think Mr F did receive his policy documents when MCE emailed them to him.

His policy clearly says under the "limitations of use" section;

"Use for social, domestic and pleasure purposes. EXCLUDES journeys between home and normal place of business.."

It also says that Mr F must tell it within 7 days if any of the information in his policy is incorrect. As Mr F didn't contact MCE, it has acted reasonably in relying on the information Mr F gave it. Mr F says his friend completed the information for him, and he didn't know that his policy excluded driving his bike to and from work. But I think MCE clearly explained what was covered under his insurance policy and gave Mr F the opportunity to correct it if it wasn't suitable. So I don't hold MCE responsible for the fact that his policy excluded driving his bike to and from work.

Mr F says that he only drove his bike to work on the day it was stolen. However, there is no provision in his policy for a “one off” event and as I think MCE was very clear about its exclusion for travel to and from work, I think it was reasonable to refuse to deal with Mr F’s claim.

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 F to accept or reject my decision before 30 July 2015.

Geraldine Newbold
ombudsman