

## **complaint**

Mr W complained that Zenith Insurance plc refused his claim on his motorcycle insurance policy.

Reference to Zenith Insurance plc includes their agents.

## **background**

In October 2017, Mr W's motorcycle was stolen from outside his address. Zenith refused to pay his claim. It said he didn't keep the motorcycle locked in his garage, as the policy required.

Mr W complained saying when he renewed his policy the garage requirement wasn't explained to him. He also said the word "*overnight*" wasn't defined. One of our investigators looked into the complaint but didn't uphold it. She said:

- She listened to the renewal call between Mr W and Zenith during which he confirmed he kept the motorcycle in his garage when it wasn't in use.
- During that same call the theft endorsement was read out to Mr W and he was told a claim for theft wouldn't be paid unless the motorcycle was locked in a garage.
- The garage requirement was confirmed to Mr W in the statement of fact document and in the policy schedule both of which were sent to him on renewal.
- It wasn't unreasonable that "*overnight*" wasn't defined in the policy given its ordinary everyday meaning. The motorcycle had to be locked in the garage during the hours of darkness when not in use. At the time it was stolen it had a lock on it so it wasn't in use.

Mr W says he didn't receive the renewal documents dated 4 May 2017 until after he claimed. He also says he has no recollection of the renewal call. But after Mr W listened to it he said the garage requirement was read so quickly that he wouldn't have heard it.

As Mr W didn't agree with the investigator, the matter has been passed to me for decision.

## **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 appreciate this will be disappointing for Mr W, but I'm not upholding the complaint. I'll explain why.

I must decide if Zenith brought the garage endorsement to Mr W's attention and whether it was clear. I must also decide if Zenith have handled the claim in a fair and reasonable way, and in accordance with the policy.

I've listened to the renewal call. Mr W said the motorcycle was kept in his garage when not being used. Mr W was told he wouldn't be covered for theft if his motorcycle was parked within 500 metres of his address but not locked in his garage. Shortly after the policy documentation explaining that was sent to him in May 2017, when the policy started. I therefore think Zenith did enough to bring the endorsement to Mr W's attention. Mr W has said that he didn't receive the policy documentation dated May 2017 until after he made the claim in October. Although I can see that the policy documentation Zenith say they sent

Mr W in May was addressed to his correct home address. But, even if he didn't receive those documents Mr W was told of the endorsement during the renewal call.

I also think the endorsement was clear and explained in plain language. I don't think that it was read so quickly that Mr W wouldn't have heard it. Mr W has said it wasn't clear as "overnight" wasn't defined. I think Mr W was referring to the first page of the policy schedule which contained the main motorcycle, risk and cover details. It stated "*Overnight Parking: Garaged.*" It then said in bold writing "*Endorsements applicable: Please see overleaf...*" Over the page the full endorsement was explained. The requirement was that the motorcycle be kept in the locked garage whenever it was parked within 500 metres of Mr W's home address. It wasn't limited to overnight parking. I don't think the endorsement was inconsistent with what was on the first page as "*Overnight Parking: Garaged*" appears to have been noted as a result of Mr W telling Zenith that he was going to keep the motorcycle in his garage when not in use.

So I think Zenith did enough to explain the requirement for Mr W to keep his motorcycle locked in a garage when not in use both in writing and on the phone. And as it wasn't garaged at the time of the theft, it's not covered by the policy. So I think Zenith acted reasonably in refusing Mr W's claim.

#### **my final decision**

For the reasons set out above I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 9 April 2018.

Mehmet Osman  
**ombudsman**