

complaint

Mr F complains that The Society of Lloyd's (Lloyd's) declined a claim he made on his motorcycle insurance policy.

background

Mr F owned a scooter which he insured with Lloyd's. Unfortunately earlier in the year Mr F's scooter was stolen from outside his home. He made a claim on his insurance.

Lloyd's declined the claim and said that Mr F wasn't covered because the scooter was parked on the street and not locked in a garage or building at the time of the theft. It said this was in line with the terms and conditions of his policy and it was something he agreed to at the outset.

Mr F disagreed. He couldn't understand why his claim had been declined. He brought his complaint to this service.

One of our investigators looked into the matter. He thought Lloyd's had acted in line with the terms and conditions of the policy when declining the claim, so didn't think it needed to do anything more.

Mr F disagreed. He didn't think it was a requirement of his policy to keep the scooter locked away, because he said he didn't send photographic evidence to Lloyd's to prove that's what he was going to do at the outset.

Because an agreement couldn't be reached the complaint's been passed to me to consider.

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've reached the same conclusion as the investigator for the same reasons.

When Mr F's scooter was stolen he said that he'd parked it outside his house after returning from work. He intended to lock it away, but didn't end up doing it. When he later went to move his scooter, it had been taken.

I've looked at the terms and conditions of Mr F's policy. There is a clause which says;

"You have agreed that you will keep your vehicle in a locked garage or building either at your home address or at the address declared to us when the vehicle is not being used. If a theft or attempted theft of your vehicle happens within a 500 metre radius of your home address or the garaging address when the vehicle is not in a locked garage or building, we will not pay any claim you make for that theft or attempted theft."

Because of this Mr F wasn't covered for the theft of his scooter while it was parked outside his house. So I think Lloyd's has acted fairly in declining the claim.

my final decision

For the reasons I've explained above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 2 February 2018.

Rachel Killian
ombudsman