

complaint

Mr H complains that Trinity Lane Insurance Company Ltd has refused to pay his claim made under his motorcycle insurance policy.

background

Mr H was attacked and his scooter was vandalised whilst it was parked outside his home. Trinity Lane rejected his claim as it said the scooter should have been in a locked container or garage. This was a policy term. Mr H didn't think this was relevant.

Our adjudicator didn't recommend that the complaint should be upheld. She thought Mr H had told his broker when he took out the policy that the scooter would be kept in a locked box near his home address. She also thought the policy's garaging exclusion had been clearly explained to Mr H.

Mr H had told Trinity Lane that his scooter had been parked for five or six hours before the attack. The adjudicator thought the scooter wasn't in use and it should have been put in the locked box. But Trinity Lane's investigator couldn't locate a locked box near Mr H's home. So the adjudicator thought Trinity Lane had reasonably declined the claim because of the garaging exclusion.

Mr H replied that he used a garage, not a container, to store the scooter. He said he used the scooter very often and it was unreasonable to expect him to garage it after every use. He later recalled that he had used it shortly before the assault.

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 was sorry to hear of the assault on Mr H. I can appreciate that this must have been traumatic for him. I can also appreciate that having his claim declined must have been very upsetting.

Our approach in cases like this is to consider whether the insurer's acted fairly and reasonably and in line with the terms and conditions of the policy.

I think it's agreed that Mr H told his broker that his scooter would be kept in a locked container near his home. His broker then sold him a policy with Trinity Lane that required the scooter to be securely stored when not in use. I think the garaging clause in the policy was clearly explained to Mr H when he took out the policy. It was also clearly listed as an endorsement on the policy schedule.

Trinity Lane's investigator couldn't find the locked container. But Mr H has explained that he used a garage instead as the local council wouldn't permit a container. He's shown us his garage rent card as evidence. But he also told Trinity Lane that he kept the scooter at his brother's address.

So I think the garaging exclusion was made clear to Mr H when he took out the policy.

Trinity Lane has also shown us that it wouldn't have provided the policy unless the scooter was kept locked up at the home address. So I think it's reasonable for Trinity Lane to rely on the garaging clause to decline the claim if the scooter was at the home address but not locked up.

Mr H said the scooter was outside his home and he was about to lock it up. He told Trinity Lane that it had three chains on it. But Mr H said that he used the bike frequently and it was unreasonable for him to chain it or garage it every time. I can appreciate that this would be troublesome, but his policy doesn't cover this. It says that when the scooter isn't in use, then it should be locked up.

I can see that Mr H's recollection of when he'd last used the bike changed over time. He first told Trinity Lane that it had been parked up for five or six hours. Later he said that it was for a much shorter time. He told us that the exhaust was still hot as he'd been burnt by it when he was assaulted.

I was sorry to hear this. But I don't think it's relevant. The bike clearly wasn't in use at the time of the attack. Mr H was inside his home and came out to deal with the vandals. So I think it was reasonable for Trinity Lane to apply the policy term and decline the claim.

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 H to accept or reject my decision before 11 April 2016.

Phillip Berechree
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