

complaint

Mr K complains that Advantage Insurance Company Limited has not covered him for the loss of his helmet and gloves under his motor cycle insurance policy.

background

Mr K's gloves and helmet were stolen from his parked motor cycle. Advantage has declined his claim for their loss as the incident did not meet the terms and conditions of his policy. Mr K is unhappy about this. But Advantage has offered to pay Mr K the sum of £25 for any trouble and upset caused by the way his calls were handled.

Our adjudicator recommended that the complaint should not be upheld. In summary she considered that:

- Mr K's policy provided cover for the loss or damage to his motorcycle clothing resulting from a motorcycle accident. It excluded theft or accidental damage other than as a result of an accident. The information it provided to Mr K clearly explained this.
- In this case Mr K's helmet and gloves were stolen while the motor cycle was parked and not in an accident. So, Advantage acted reasonably in not covering Mr K's loss under the policy.
- Advantage's offer to pay £25 for any trouble and upset caused by its handling of phone calls was reasonable.
- We are not a regulator and cannot require Advantage to remove this type of policy from the market as Mr K would like.

Mr K does not agree and has asked for an ombudsman review. In summary he says that the policy condition could only be satisfied if a rider was involved in a serious accident probably leading to loss of life. Advantage knew that no one would therefore ever claim on this part of the policy and it borders on fraud and is within the remit of the Trade Descriptions Act 1968.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Having done so, I agree with the conclusions reached by our adjudicator for broadly the reasons given.

I am satisfied that Advantage clearly explained the policy terms to Mr K and that it has dealt with his claim in accordance with them. The policy clearly says that the loss or damage to the gloves and helmet is only covered if resulting from an accident. Given that Mr K's motor cycle was parked when the gloves and helmet were stolen I am not persuaded that it has acted unfairly or unreasonably in declining his claim for them.

Overall, although I recognise Mr K's frustration and strength of feeling I see no compelling reason to change the proposed outcome in this case.

My role as an ombudsman is to consider the individual complaint and decide whether something has gone wrong. But a court may take a different view of the situation. Should Mr K not accept my final decision then any rights he may have to take action in the courts against Advantage are unaffected and he will be free to pursue his arguments in any court action that may arise, if he so wishes.

my final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr K to accept or reject my decision before 24 April 2015.

Stephen Cooper
ombudsman