

## **complaint**

Mr D complains that Advantage Insurance Company Limited wrongly treated his report of an incident as a claim on his motor insurance policy, unfairly doubled the excess payable on the claim, and repaired his motorbike without his authorisation. He wants it to waive the excess.

## **background**

Mr D left his motorbike on the street outside his home, intending to use it later and then to garage it, but he fell asleep. Mr D's motorbike was then stolen but recovered shortly afterwards with some damage. He says that he phoned Advantage to report the incident and to get an estimate of the cost of repairs so that he could decide whether to make a claim or to have the motorbike repaired privately. Advantage told him and wrote to him that his excess was £200. However, because the motorbike had not been garaged, Advantage invoked the "Garaged Motorcycle Clause" of his policy and therefore doubled the excess payable on his claim from £200 to £400. Mr D says that he did not agree to this and that Advantage then carried out the repairs without his permission.

The adjudicator did not recommend that the complaint should be upheld. He listened to the phone calls that Mr D made to Advantage and thought that Mr D did make a claim and then was told of the doubled excess by Advantage and he agreed for it to go ahead with the repairs.

Mr D responded that he still thought that the doubled excess was unfair and that he had not agreed to pay it.

## **my findings**

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

Mr D says that Advantage has wrongly doubled the excess payable on his claim, citing the Garaged Motorcycle endorsement on Mr D's policy. This is on page 30 of the Policy Booklet and says:

*You have agreed that you will keep your motorcycle in a locked garage or building either at your home address or at the address declared to us when your motorcycle is not being used. If a theft or attempted theft of your motorcycle occurs within a 500 metre radius of your home address or the garaging address when the motorcycle is not in a locked garage or building, your insurer will double the compulsory excess.*

There is no dispute that Mr D unfortunately, for whatever reason, left his motorbike parked in the street overnight. I understand that he intended to use it later and then put it into the garage, but he did not do so and, as the motorbike was stolen, I find that Advantage has correctly applied the clause. I can understand that Mr D feels that this is unfair as it was not confirmed in writing, but I note that Advantage correctly wrote to him that his excess was £200 and it is clear in his policy that this would be doubled under this endorsement. I find therefore that Advantage has correctly doubled his excess.

Mr D says that he called Advantage to notify it of the incident, not to make a claim. In his telephone calls with Advantage, I find that Mr D clearly stated that he was making a claim. I find that Advantage then reasonably arranged for his motorbike to be collected for repair.

In the claim validation call, Mr D debated the Garaged Motorcycle endorsement and it was made clear to him that it would be applied. I therefore find that I am persuaded that Mr D was making a claim and that he was properly informed of the doubled excess that would be applied.

Mr D also says that Advantage carried out the repairs without his authorisation. However, I find that in the telephone calls he had with Advantage, it was made clear to him that the repairs would be done if it was economical to do so. The repairers later called Mr D to tell him that it would be repairing his motorbike, and he did not object. I therefore find that Advantage correctly carried out the repairs to Mr D's motorcycle.

**my final decision**

For the reasons above, it is my final decision that I do not uphold this complaint and I make no award against Advantage Insurance Company Limited.

Phillip Berechree  
**ombudsman**