

complaint

Ms F is unhappy with Zenith Insurance plc's (Zenith) decision to decline a claim she under her motorcycle insurance policy.

background

In August 2018 Ms F discovered her motorbike had been stolen from an outbuilding at her home. She said she had placed her bike in there when she got home from work. And in the morning this was gone. So, she made a claim under her motorcycle insurance policy.

Zenith declined Ms F's claim. It said there was an endorsement on Ms F's policy that said Ms F had agreed to keep her bike in a locked garage or buildings at her home address. And that theft of the vehicle when it was within a 500 metre radius of her home wasn't covered – unless the vehicle was locked in this garage or building. It said Ms F's bike was stolen from her home address – and it wasn't in a private, locked, garage or building. So, it said it couldn't pay her claim.

Ms F didn't think this was fair. She said the main door to the building the motorcycle was stored in was in place and locked. But, there was another entrance to this building leading into the garden that didn't have a door in it. Ms F said the door had been damaged and keeping it on the building would have been dangerous. So, the doorway to this entrance was left open at the time of loss. But Ms F said the building was within her fenced garden and was therefore secure.

Because Ms F didn't agree with Zenith's decision, she referred her complaint to this service for an independent review.

Our investigator didn't think this complaint should be upheld. She said that Ms F's bike wasn't stored in a locked private garage. So, she said the terms and the policy had been breached – and Zenith had acted reasonably in declining the claim.

Ms F didn't agree, and asked for an ombudsman to make a decision on her complaint. So, this complaint has been referred to me to decide.

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 decided not to uphold this complaint. I've explained why below.

I've looked at Ms F's policy documents, to see what cover she has under her policy. Ms F's policy schedule explains Ms F has comprehensive cover for her bike. And that there was an endorsement that applied to her policy. Under the heading 'endorsements applying' it is explained there is an endorsement on the policy excluding theft when the bike isn't in a private garage.

This endorsement is further detailed on page three of the policy schedule. It says;

'You have agreed that you will keep your vehicle in your private locked garage or building, at your home address, to which only you and anyone with your permission has access. If a

theft or attempted theft of your vehicle happens at any time and within a 500 metre radius of your home address when the vehicle is not in this garage or building we will not pay the claim. This restriction does not apply to any loss or damage occurring whilst your motorcycle is parked away from your home during the course of a journey.'

Because this endorsement was detailed in Ms F's policy schedule I'm satisfied this was made clear to her. So, I've needed to decide whether Zenith acted reasonably in saying Ms F had breached this endorsement, and therefore it couldn't pay the claim.

I've thought carefully about this. And I do think Zenith's decision was fair, and in line with the terms and conditions of the policy. For Ms F's theft claim to be covered her bike needed to be kept in a locked garage or building. And in this case it wasn't.

There was an opening to the building that wasn't locked. Whilst there was a door to the front of the building and Ms F has confirmed this was locked, the opening at the back of the building was open and unsecure. The door had been removed before the theft happened. Because of this, I'm satisfied the endorsement on Ms F's policy was breached. And because of this, Zenith has acted correctly in saying the claim isn't covered.

I appreciated Ms F has said the building is in her garden, and this is surrounded by a fence. But this doesn't change that the motorcycle wasn't contained in a locked building or garage. So, I'm satisfied Zenith doesn't need to anything more here.

my final decision

Given the above, my final decision is that I don't uphold this complaint. So, I don't require that Zenith Insurance plc do anything more.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms F to accept or reject my decision before 7 April 2019.

Rachel Woods
ombudsman