

## **The complaint**

Mr C complains about how his broker, Carole Nash Insurance Consultants Ltd trading as Express Insurance Service (Express) sold a motor insurance policy for his motorcycle.

References to Express in this decision include their agents.

This decision covers Mr C's complaint to this Service in October 2024, following Express's final response issued earlier that month. Mr C made a separate complaint about the role of the insurer of his policy (A) declining a claim for the theft of his motorcycle in August 2024. That complaint is the subject of a separate decision from this Service.

## **What happened**

Mr C took out a motorcycle insurance policy with A in June 2024, at a total annual premium of £946.18 (including additional covers and arrangement fee). The policy was taken out online via a comparison website and Express as his broker.

In August 2024 Mr C's motorcycle was stolen but recovered a few hours later but had sustained damage. Mr C said he found the motorcycle missing after having been to a friend's house nearby to collect some items, being in the house for no more than an hour. He initially reported the theft to Express, then to A. He described the circumstances of the theft as the motorcycle was locked with a chain but not chained to another object. The thieves lifted the motorcycle onto skateboards and tried to start it. But they abandoned the motorcycle a short distance away, though with damage to wiring and other parts.

The motorcycle was recovered to one of A's approved repairers and A had an engineer inspect the motorcycle. They advised the extent of the damage meant it was beyond economical repair.

However, Mr C's policy included an endorsement relating to the garaging of the motorcycle between the hours of 10pm and 7am at the home address or within 0.5 miles. However the theft occurred at the friend's house, 0.3 miles from Mr C's home address recorded on the policy. Due to the circumstances of the theft, A said they wouldn't accept a claim for damage to the motorcycle as Mr C had breached the terms of the garaging endorsement.

Mr C said Express advised him the claim would be covered. Mr C also said the garaging endorsement hadn't been properly explained to him when he took out the policy, saying had he been made aware of the endorsement he wouldn't have accepted the policy. He said this meant Express had mis-sold the policy to him, so he complained to Express.

In their final response, Express upheld the complaint in part. But they didn't accept they'd mis-sold the policy. They noted Mr C took out the policy online via a price comparison website and was asked how his motorcycle was stored overnight, to which he'd said it was kept in a locked garage. When provided with a quote, Mr C was directed to Express's website where he had the opportunity to review the information he'd provided and select the cover required. Before completing the policy set up, Express provided the policy wording, terms of business, Insurance Product Information Document (IPID) and the endorsements applicable to the policy. In order to set up the policy, Mr C had to confirm he'd read and

accepted the information provided. So, it was Mr C's responsibility to ensure he'd read and understood the cover provided and the policy details, including the garaging endorsement.

While Express were not involved in A's assessment and decision to decline the claim, they understood the circumstances of the theft meant the motorcycle was stolen at 2am while parked outside the friend's house, 0.3 miles from Mr C's home address. The garaging endorsement meant cover wouldn't be provided for theft, attempted theft or malicious damage unless the motorcycle was garaged within half a mile of Mr C's home between 10pm and 7am. While Express applied the endorsement to the policy, this was on A's instruction for policies where the motorcycle was declared as being garaged overnight.

Express accepted their agent had misinformed Mr C he wasn't in breach of the endorsement when he contacted them in September 2024. But this incorrect information was provided after the theft and A had reached their decision to decline the claim, so it didn't impact on the claim decision. But Express accepted the incorrect information had led to Mr C making further contact with A and other organisations. By way of an apology, Express awarded £350 compensation.

Unhappy at Express's response, Mr C complained to this Service. He wanted the issue resolved to enable him to either repair his motorcycle or buy a replacement. He also wanted compensation for the stress and anxiety he'd suffered from what had happened as well as the extra expenses he'd incurred travelling to and from work and potential loss of earnings.

Our investigator didn't uphold the complaint, concluding Express didn't need to take any action. She concluded Mr C had been asked a clear question about where the motorcycle was kept overnight, Mr C saying a locked garage. The evidence from Express also indicated Mr C was asked to read all the information about the policy and cover, including the endorsements, before the policy was set up. The Policy Schedule and IPID mentioning the endorsement made the endorsement clear to Mr C.

On the incorrect information provided by Express about whether the endorsement applied in the circumstances of the theft, Express had acknowledged this. The investigator concluded this would have led to a loss of expectation for Mr C when his claim was declined (by A) but that the £350 compensation awarded by Express was fair and reasonable.

Mr C disagreed with the investigator's view and asked that an ombudsman consider the complaint.

### **What I've decided – and why**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

My role here is to decide whether Express have acted fairly towards Mr C. As I've set out earlier, this decision covers Mr C's complaint about Express, as the broker through which he arranged his policy. Mr C brought a separate complaint to this Service about A, as the insurer of the policy, declining his claim for the theft of his motorcycle because they said he'd breached the terms of the garaging endorsement. That complaint is the subject of a separate decision from this Service.

The key issue in Mr C's complaint is whether Express mis-sold the policy. Mr C says he wasn't made aware of the garaging endorsement at the point he took out the policy through the comparison website. He says he wouldn't have taken out the policy had he been aware of the endorsement. He also says he was mis-advised by Express that the endorsement didn't apply in the circumstances of the theft of his motorcycle.

Express say Mr C would have been aware of the endorsement at the point he took out the policy, and the sales journey meant he would have had to confirm he'd read the policy documents and information, including the endorsements, before the policy set up could be completed. But Express accept their agent gave Mr C incorrect advice about the endorsement not applying, awarding £350 compensation for the error.

On the first issue, whether the policy was mis-sold, when responding to this Service's request for their business file, Express provided details of the sales journey Mr C would have followed to take out his policy. Looking at the journey, I can see Mr C would have been directed to the Express website where he was presented with the policy summary and asked to ensure the information was correct and cover selected suited his demands and needs. Mr C was also asked to read the policy documents, including the endorsements, excesses, terms and conditions, policy wording and the IPID.

On the issue of the motorcycle being kept in a garage overnight, the Insurance Product Information Document (IPID) contains the following statement, under a heading *Are there any restrictions on cover?*:

*"! If you have stated that you will keep your motorcycle in a garage you must ensure it is kept there when unattended at ALL times whilst at the declared garaging address in order for theft cover to apply."*

The Proposal Form for the policy records the information provided by Mr C when applying for the policy. It includes a question *"Where is the bike kept overnight when not in use?"* To which the answer ticked is *"Private Garage"*. I've also seen a similar question that would have appeared on the comparison website the same question (*How is the motorbike stored overnight?*) to which the answer is *'Locked garage'*.

As the key to the complaint is the garaging endorsement, which would have been presented to Mr C as part of the policy set up completion: I've looked at the wording presented (the endorsement is also contained in the Schedule of Insurance issued with the policy):

***"CNB – Garaging Warranty***

Indemnity provided by Section 2 of your policy will not apply in respect of loss and/or damage to your bike caused directly by theft, attempted theft or malicious damage between the hours of 10pm and 7am unless your bike is kept in a locked and secured building and your bike is

- a) At your private dwelling place or
- b) At any other address specifically agreed by us.

This only applies within half a mile radius of either a) or b)."

Taking all these points together, I've concluded Mr C was presented with the wording of the garaging endorsement at the point he took out the policy. Had he been concerned at the endorsement, or unclear about its meaning, he could have declined to accept the policy or contacted Express for clarification or confirmation. I've seen no evidence this was the case. So, I've concluded Mr C was made aware of the endorsement at the point he took out his policy and that it was clear. That being the case, I don't think the policy was mis-sold and Express didn't act unfairly or unreasonably towards Mr C.

On the issue of Mr C being provided with incorrect advice, Express accept their agent gave incorrect information to Mr C during a call, leading him to think the endorsement wouldn't

apply in the circumstances of the theft. But A declined the claim. While the agent did provide incorrect information, I would stress again that the decision to decline the claim was the responsibility of A as the insurer of the policy – not Express as the broker. So, I can't hold Express responsible for the decision by A.

But I have concluded that incorrect information would have created an expectation on the part of Mr C that his claim would be accepted, leading to a loss of that expectation (and distress and inconvenience) when A declined the claim. I've considered what Express should do to put things right in the circumstances of the case and the published guidance from this Service on our approach to awards for distress and inconvenience. Taken together, I've concluded Express's award of £350 compensation is fair and reasonable, so I won't be asking them to make a further award.

### **My final decision**

For the reasons set out above, it's my final decision not to uphold Mr C's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 12 February 2025.

Paul King  
**Ombudsman**