

## **The complaint**

Mr L has complained that Moto broking Limited trading as BeMoto mis-sold a motorbike insurance policy to him. Mr L's claim for the theft of his motorbike was declined by the insurer as it applied a garage endorsement which Mr L says BeMoto didn't highlight a change to at renewal in 2024.

## **What happened**

Mr L bought a motorbike insurance policy in 2020 through a broker BeMoto which he renewed in subsequent years.

In 2024, Mr L reported the theft of his motorbike from his driveway in the early morning.

The insurer rejected Mr L's claim as it applied a garage endorsement.

Mr L complained to BeMoto. He said it hadn't highlighted a change in insurer and change to the garage endorsement at renewal in 2024. Before renewal in 2024, Mr L would have had to pay an additional excess if his bike was stolen during stated hours while not secured in a garage at his home address. At renewal in 2024 the new insurer said it wouldn't meet a claim if Mr L's bike was stolen during key hours unless it had been kept in a properly constructed locked building as detailed and agreed by the insurer.

Mr L said he'd previously understood and accepted the risk of having to pay an additional excess. But he said if BeMoto had properly highlighted the change in this endorsement at renewal in 2024, he would have kept his bike in the garage. Mr L said the only reason why it wasn't in the garage at the time of the theft was because he was travelling early in the morning and left it on the driveway so he didn't disturb his neighbours.

BeMoto didn't uphold Mr L's complaint. It said it had provided Mr L with clear information as to the endorsements under his policy at renewal and reminded him to check all of the information was correct and met his needs.

One of our Investigators didn't recommend the complaint should be upheld. He thought BeMoto had acted reasonably.

Mr L disagrees. In summary he says BeMoto didn't make it sufficiently clear there was a change in insurer at renewal in 2024. While he doesn't expect BeMoto to highlight every change, he considers the change to the garage endorsement to be significant and one which BeMoto should have brought to his attention at renewal.

So the case has been passed to me to decide.

## **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.

There's no dispute that there was a change in insurer at the time of Mr L's renewal in May 2024. And there was a change to the garage endorsement. The previous insurer's garage endorsement read:

*"Garaged Over Night*

*Your Motorcycle must be kept in a locked building between the hours of 1pm and 6am whilst at Your normal place of residence.*

*If, at the time of any claim under Section 2, Your Motorcycle is not kept in a locked building when at Your normal place of residence between the hours stated, You will pay the first £250 towards each claim caused by fire, explosion, theft or attempted theft.*

*This £250 applies on top of any other amount that You may have to pay towards each claim."*

At renewal in 2024, the garage endorsement under a different insurer read:

*"CMC - Garaging Requirement (Loss/Damage Excluded)*

*Notwithstanding anything herein to the contrary it is agreed that the insurer will not pay for any claim for loss of or damage to your motorcycle when it is parked at the Insured's place of residence and/or the declared garaging address unless your motorcycle is kept in a properly constructed and locked building as detailed to and agreed by the insurer"*

In line with industry rules, I've looked at whether the broker did enough to provide Mr L with information that was clear, fair and not misleading. I've also taken into account that BeMoto didn't provide Mr L with advice as to the suitability of the policy it offered at sale and each subsequent renewal. This means the onus was on Mr L when he bought and renewed his policy to check it was suitable for his needs.

Mr L says BeMoto highlighted changes to 'add on' products at renewal, and so it should have done more to highlight a change in the garage endorsement as it was significant.

When BeMoto wrote to Mr L three weeks before the renewal date in 2024, I can see that it set out the insurer of the policy. In subsequent discussions with Mr L, he says it explained that the previous insurer no longer provided insurance for motorbikes and so this was the reason for the change. Although I wouldn't expect a broker to specifically highlight this, I would expect a broker to set out key endorsements at renewal stage to a customer, in line with industry rules.

Under the renewal invite three weeks before the renewal date, BeMoto provided a schedule, among other documents which it asked Mr L to check. The policy schedule reads:

*"Please fully check the endorsements and excesses to make sure they meet your needs."*

and it goes on to set out who the insurer is of the policy. So I think BeMoto did enough to highlight the importance of checking all of the information provided at renewal and for Mr L to fully check the endorsements.

At renewal, BeMoto sent Mr L the key policy documents including the schedule, along with a link to access the full policy wording. BeMoto wrote:

*"Please make sure that you read your documents thoroughly and ensure that any information that you have provided to us is accurate, true and correct."*

So I think BeMoto highlighted the importance of reading and checking his documents thoroughly - and gave Mr L a further opportunity to query anything with it. As I've explained, Bemoto didn't offer advice as to the suitability of the policy, and it is agreed that it doesn't have to highlight every change. I find that it did provide clear information to Mr L that wasn't misleading. The endorsements and the importance of checking them in addition to the policy wording was highlighted to Mr L at renewal.

I understand Mr L will be very disappointed with my decision. I've no doubt it has been very upsetting for Mr L to deal with the theft of his bike - and then to discover his claim isn't covered. But I find BeMoto didn't mis-sell the policy to Mr L. So I don't think it needs to do any more.

### **My final decision**

For the reasons I've given above, 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 L to accept or reject my decision before 9 July 2025.

Geraldine Newbold  
**Ombudsman**