

## The complaint

Mr R has complained that AWP P&C S.A. have declined his claim for vandalism to his bicycle.

## What happened

Mr R held a bicycle insurance policy with AWP.

Mr R made a claim under the policy because over the Christmas holidays while he was away, Mr R left his bicycle outside his property fully locked up in the bike rack, but when he returned several days later, someone had attempted to steal it, and it had been vandalised.

AWP declined the claim as they said the bike wasn't stored in an "insured location" in line with the policy terms.

Mr R disputed this in a complaint, but the claim remained declined and so Mr R brought his complaint to us.

One of our investigators has looked into Mr R's complaint. He thought that AWP had acted fairly in declining the claim. Mr R didn't agree and so the matter has come to me to review.

## 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.

I am not upholding this complaint, and I will explain why below.

I have to consider whether AWP have declined the claim in line with the terms and conditions of the policy, and have done so fairly and reasonably – my role is not to determine the claim itself.

AWP have declined the claim for malicious damage because the bike wasn't stored in an "insured location" which is required under the terms of the policy as below:

### ***'Usage, damage & injury'***

*if you leave a pedal cycle somewhere other than an insured location for more than 18 consecutive hours it isn't covered.*

It's not in dispute that the bike was left for in excess of 18 hours in its location, so I've looked at the definition of an "insured location" to see whether the Mr R has complied with this.

An insured location is defined as, "within your home or temporary holiday accommodation, or a locked domestic garage, locked outbuilding or locked shed within your home's boundaries".

Mr R has said that he considers that the bike racks where the bike was stored was within his home because it is surrounded on all sides by flats and has security cameras. He said it was adjacent to his car which was also in the car park.

I've viewed the location, and the bike racks are in a car park that is communal to the surrounding houses and flats. However, it is accessed by a public road which runs in a square around the perimeter of the car park. There is also public vehicular and pedestrian access to the car park. I don't consider that it can therefore be classed as "within your home" for the purposes of the policy, as it is in no way private, locked, or in the defined area of Mr R's property – it is very much a shared area.

It is also important to note that the policy goes on to list locations that would not be "approved" as insured locations, which includes:

- *A privately accessed pedal cycle storage unit within the immediate boundaries your home, hall of residence, boarding school or HMO*
- *A hallway in a block of flats with lockable access restricted to residents.*
- *A balcony with lockable entry accessed only by you on the second floor or above.*

All of these listed options provide more secure storage than Mr R's bike rack in the outside car park, and so it wouldn't be consistent with the policy exclusion to consider Mr R's arrangement as an insured location.

In view of that, I'm satisfied that AWP have fairly declined the claim in line with the terms of the policy.

Mr R has also raised a point about how he thinks that AWP's definition of insured location is an arduous set of requirements. However, insurers are entitled to decide what risks they are willing to insure and place restrictions on cover, provided they give clear information to the customer. Whilst I appreciate that not all of that detail was in the statement of fact, it is in the main sections of the policy and isn't hidden in small print. So, I'm satisfied that the policy document provided is clear about the restrictions on the policy and what is expected of owners to mitigate those losses.

If, however, Mr R considers that he was mis sold the policy, that is an issue that he would need to address with the broker.

### **My final decision**

My decision is that I don't uphold Mr R's complaint about AWP P&C SA, and so they don't need to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 11 June 2025.

Joanne Ward  
**Ombudsman**