

## The complaint

Mr J complains that Aviva Insurance Limited (“Aviva”) declined his claim for the theft of his motorbike.

## What happened

Mr J had an insurance policy with Aviva covering his motorbike.

In the summer of 2024, Mr J went overseas for an extended period.

On his return, he noticed that his motorbike was missing. He reported it to the police and made a claim from Aviva.

Aviva investigated his claim and declined it. It found that Mr J’s motorbike had been clamped as its Vehicle Excise Duty (VED) had expired. It’d then been recovered by the local authority and disposed of.

The claim was declined under this exclusion:

*“Section 2 - Cover for Fire & Theft*

*What is not covered*

*Loss of or damage to your motorcycle or accessory due to or occasioned by the impounding or destruction of your motorcycle by an authorised body.”*

Mr J maintained that his motorbike had been stolen because he’d left it on one particular street, but it’d been recovered from a different street by the authorities, where it’d also been issued with parking tickets because it wasn’t parked correctly.

As Mr J remained unhappy, he brought his complaint to this service. He asks that Aviva pays his claim and adds compensation because of his inconvenience.

Our investigator looked into his complaint and thought Aviva had acted fairly and in line with the policy terms when it declined his claim.

Mr J didn’t agree with the view. Because he didn’t agree, his complaint has been passed to me to make a final decision.

## 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.

Having read the file of evidence, I’m not upholding Mr J’s complaint. I appreciate this will disappoint him, and I’ll explain why I’ve come to this decision.

I’ll also say that I can see Mr J has written to this service with a series of points disagreeing

with the view. I'm not going to respond to all of the points he's made, as I think there's an overriding issue here which is about Mr J's version of events. I would like to assure Mr J that I have read the complete file of evidence, even if I don't refer to it here.

Our approach in cases like this is to consider whether the insurer has acted in line with the terms and conditions of the policy, and fairly and reasonably towards Mr J.

I've included above the appropriate term of the policy that Aviva used to decline his claim. His motorbike was disposed of by an authorised body, so there's no cover under his policy. This type of exclusion is common in motor insurance and I think its use here is fair.

But, in Mr J's claim to Aviva he's said that his motorbike was moved from a motorbike parking bay on one street, to another road a few hundred metres away.

What this would mean is that he thinks his motorbike was possibly initially stolen and then, because it was illegally parked and the VED and MOT expired, it was disposed of by the authorities.

Aviva investigated this. It said there was no evidence that the motorbike had been stolen as there didn't seem to be relevant damage to it. There was limited evidence, mainly from photos taken showing the parking offence(s), but also one report from when the motorbike was sent for auction which said there was damage to one side. But the evidence Aviva had didn't show it'd been stolen or taken by parties unknown to the other road, from where it was confiscated by the authorities.

I need to say that this is an evidence-based service. What Aviva has shown is that Mr J's motorbike was uplifted by the authorities from a street after it'd issued with various notices. I can't see evidence that shows me Mr J's motorbike was left where he said it was, or that a person unknown then stole or removed it to the other location.

I'm afraid Mr J's insistence that that particular street wasn't where he parked his motorbike isn't enough to persuade me that Aviva acted unfairly in rejecting his claim.

So, I'm not upholding Mr J's complaint and I'm not going to ask Aviva to do anything more.

### **My final decision**

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 14 July 2025.

Richard Sowden  
**Ombudsman**