

The complaint

Miss J complains about Ageas Insurance Limited's decision to decline her claim under a motorcycle insurance policy.

What happened

Miss J had a motorcycle insurance policy with Ageas.

In August 2024, Miss J's motorcycle was stolen from outside her house. She reported the theft to the Police and made a claim with Ageas. The motorcycle was retrieved from a nearby canal where it had been dumped. Ageas deemed the motorcycle beyond economical repair.

In September 2024, Ageas declined the claim. It said the motorcycle was not garaged when it was stolen, and this was a breach of a policy endorsement.

Miss J complained to Ageas. She said she was unaware of this endorsement as she'd been unable to access the policy information online and not been sent a paper copy. She said the endorsement should've been made clearer.

Ageas issued a complaint response in October 2024. It maintained its decision to decline the claim due to the garaging warranty endorsement (the endorsement).

Miss J referred her complaint to the Financial Ombudsman Service. She accepted she left her motorcycle chained and covered outside her house overnight and it was stolen following this. But she was not aware of the endorsement. She wanted Ageas to pay the claim.

The Investigator didn't uphold the complaint. They said the endorsement was made sufficiently clear and it was fair for Ageas to rely on it to decline the claim.

Miss J didn't agree. She maintained she was unable to access her documents, and Ageas should've made the relevant terms clearer.

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.

Firstly, I think it's important to explain that under this decision, I'm only considering the complaint about Ageas's decision to decline Miss J's claim. Miss J raised concerns about the collection of the motorcycle by Ageas's salvage agent, and a refund of her premium. She can raise these concerns as a separate complaint if she wishes.

It is accepted by all parties that Miss J left her motorcycle locked and covered outside her home overnight, when the theft took place.

Miss J took out the first policy online in June 2023, through a broker. I've reviewed the statement of fact document from then, and I consider it to be a fair reflection of the questions

Miss J was asked and the answers she provided. The statement of fact includes the question *“where is the vehicle normally kept at night”* and the answer *“garage”*. The same information is included in the statement of fact from the renewal in 2024. I consider this is in line with Miss J’s comments that the motorcycle was usually left in a garage.

Turning to the endorsement in question. I’ve reviewed Miss J’s documents from the renewal in May 2024. I can see that page one (of three) of the policy schedule makes it clear that the *“garaging warranty”* was one of three endorsements, and that the full wording for the warranty was on the next page. And on page two, it’s made clear that cover *“will not apply in respect of loss and/or damage...caused directly by theft, attempted theft....unless your motorcycle is kept in a locked and secured building and your motorcycle is...at your private dwelling place...”*.

I don’t consider it uncommon for motorcycle policies to require a vehicle to be kept in a locked garage, if there is one, when at the risk address. So I don’t consider the term unreasonable in the circumstances. But in any case, given that it was outlined on page one of the policy schedule, with a full explanation on page two, I consider it was set out sufficiently clearly.

Miss J said she didn’t receive her policy documents, and didn’t have access to them online. But I don’t consider Ageas is responsible for the actions of the broker, including delivery of the policy documents to Miss J, and information she was given when she applied for the policy – these are matters for Miss J’s broker. I’ve not seen sufficient evidence to persuade me Ageas did anything wrong that prevented Miss J from accessing her documents, nor have I seen evidence that Miss J informed Ageas of any issues she was experiencing with this, prior to making the claim.

Because I consider Ageas set out the endorsement clearly, and considering the circumstances of the theft as outlined above, I don’t consider Ageas acted unfairly in relying on the garaging warranty endorsement to decline Miss J’s claim. So I won’t direct it to do anything else.

My final decision

My final decision is that I don’t uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Miss J to accept or reject my decision before 19 August 2025.

Monjur Alam
Ombudsman