

The complaint

Mr P complains that AWP P&C S.A. declined a claim he made on his bicycle insurance policy.

Reference to AWP includes its agents and representatives.

What happened

The circumstances of this complaint aren't in dispute, so I'll summarise the main points:

- Mr P took out a bicycle insurance policy, underwritten by AWP. The policy covered theft, up to the sum insured, subject to a number of terms and conditions.
- After his bike was stolen, Mr P got in touch with AWP. It declined the claim.
- Mr P didn't think this was a fair outcome. He said he hadn't been sent the policy documents, so he was unaware of the terms and conditions AWP relied upon. He also said AWP had misapplied the terms and hadn't considered his particular circumstances when relying on the terms. And he thought AWP's request for information about the lock set an unreasonably high evidential bar.
- AWP maintained it had acted fairly. In summary, it said:
 - It considered the claim under the section for 'theft from an insured location'. But, as the bike was stored outside and not within an insured location, it said the policy terms weren't met.
 - It also considered the claim under the section for 'theft away from an insured location'. Based on where the bike had been left, and for how long, it said the policy terms weren't met.
 - It said the policy terms required Mr P to show ownership of the lock. But he hadn't done so.
 - After Mr P took out the policy, AWP used the email address he'd provided to send him his policy documents. It transpired he had typed it incorrectly, but AWP acted on his instructions. He didn't contact AWP again until the claim.
- Our investigator thought AWP acted fairly. Mr P disagreed, so his complaint has been passed to me.

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.

- When considering what's fair and reasonable in the circumstances I've taken into account relevant law and regulations, regulators' rules, guidance and standards, codes of practice and, where appropriate, what I consider to have been good industry practice at the time. Whilst I've read and taken into account everything said by both

parties, I'll only comment on the points I think are relevant when reaching a fair outcome to this dispute. That's a reflection of the informal nature of this Service.

- It doesn't seem to be in dispute that AWP was responsible for the sale of the policy, including the follow up administration. When selling and administering a policy, AWP is required to provide information that's clear, fair and not misleading. Then Mr P can make an informed decision about whether the policy is right for him.
- Mr P hasn't suggested the sale itself failed to fulfil these requirements. He's said AWP failed to provide the follow up information after the sale, including the policy documents. And, as a result, he was unaware of the terms of the policy.
- AWP has noted, and Mr P has accepted, that he accidentally mistyped his email address when he took out the policy. So, when AWP emailed him the follow up information, including the policy documents, he didn't receive them. I don't think I can fairly hold that against AWP, as it followed the instructions Mr P gave.
- Mr P took out the policy in November 2023 and made the claim in April 2025. In the meantime, he didn't have the policy documents. But he didn't get in touch with AWP to ask for them. So I think he was reasonably aware he'd taken out a policy, for which he had no policy documents – and therefore didn't know what the terms of the policy were. He could have got in touch with AWP to remedy that, but he didn't do so. Again, I don't think I can fairly hold that against AWP, as Mr P chose not to contact it.
- Mr P notes AWP likely got a 'bounce back' email when it tried to email him the follow up documents initially. He's suggested that means AWP is responsible for him not having the documents. But I disagree. In short, Mr P provided the incorrect email address, didn't receive the policy documents, and then didn't take any steps to obtain them. In my view, this isn't something I can hold AWP responsible for. I'm satisfied it met the requirements and acted fairly on this point.
- So I'm satisfied AWP is entitled to apply the policy terms and conditions. Though I accept Mr P was unaware of them, this isn't AWP's fault.
- When handling a claim, AWP is required to do so promptly and fairly. It's also required to not unreasonably reject a claim.
- The policy covers the theft of Mr P's bike in principle, and there's no dispute that's what happened. The dispute is about whether Mr P has met the terms and conditions that apply to the theft cover. So that's what I'll consider.
- The policy covers 'theft from an insured location' and sets out four locations, each of which is subject to different terms and conditions. I understand the bike was stolen from the private balcony of Mr P's flat. So I think the only possible applicable location is the first one, location A, which is what AWP considered.
- Location A covers theft within the home, where 'home' is defined in the policy to mean 'the primary residence occupied by [Mr P], at the address shown in [his] schedule'. Mr P has questioned whether this means his private balcony is part of the 'home' or not. From reading the policy as a whole, I'm satisfied it clearly refers to 'home' in a way that means a house, flat or equivalent – and not any outside areas, such as balconies or gardens.

- AWP noted location A had a term which said a bike left unattended for more than an hour outside, within walking distance of the home, wasn't covered for theft. I don't think Mr P disputes that his bike was left unattended on the balcony for over an hour. So, on the face of it, this term applies and there's no cover under the 'theft from an insured location' section.
- The policy also covers 'theft away from an insured location'. AWP said point 10 within that section meant it could decline the claim. Point 10 broadly repeated the term from location A noted in the previous bullet point. However, point 10 was within a list of 'common reasons [AWP] has had to decline claims'. So I'm not sure it's a contractual policy term and I think it's more akin to general guidance. As a result, I don't think it would be fair for AWP to rely on it to decline the claim.
- AWP also relied on a second reason to decline the claim under this section. It noted a term which said a bike must be locked to an immovable object, with an approved lock, for less than 18 consecutive hours. I don't think Mr P disputes that his bike was on the balcony for over 18 hours. So, on the face of it, this term applies and there's no cover under the 'theft away from an insured location' section.
- Mr P has described his circumstances. In summary, he notes the entrance to his block of flats is through locked gates, inaccessible to the public. And he says his balcony is around 20 feet from ground level. He says AWP ought to have taken this, and other points, into account. I'm satisfied it has done so to the extent required. It's ensured it's applied the relevant policy terms to Mr P's circumstances. Though Mr P may consider his circumstances mitigate the risk of theft to a degree, that doesn't mean AWP is obliged to change or disregard its policy terms. It's entitled to set the policy terms to manage the risk as it sees fit, and apply them to a claim. I haven't seen anything to persuade me that AWP has done so unfairly in the circumstances.
- As well as the bike, Mr P also claimed for theft of accessories – a bike lock and an electronic device providing GPS and similar features. The policy provides up to £500 cover for accessories, subject to the terms and conditions.
- It's unclear to me whether AWP has accepted the theft of these accessories is covered in principle, but it seems to have declined to pay for them because Mr P has said they were gifts, and he doesn't have proof of purchase.
- The policy says AWP won't pay any claim if Mr P can't provide the receipts for accessories. So, this term applies and there's no cover for these items. I know Mr P considers this sets a high bar for him. But I don't think it's unreasonable for AWP to seek evidence to support the ownership and purchase price of the items. It's not uncommon amongst the insurance market for this kind of approach to be taken.
- Overall, I'm satisfied AWP has acted in line with the policy terms, and fairly and reasonably in the circumstances.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 17 December 2025.

James Neville
Ombudsman