

The complaint

Mr S is complaining about Alwyn Insurance Company Limited's decision to decline a claim on his motorbike insurance policy after it was stolen from a petrol station.

What happened

Mr S visited a petrol station in June 2025 to fuel his motorbike. As he went inside to pay, a thief, acting with two accomplices, stole his motorbike. CCTV footage shows Mr S leaving his motorbike to pay, then running back onto the forecourt to try and prevent the theft, as the thief wheels the bike away. According to testimony from Mr S there is a further incident off-screen, and the thieves eventually make off with his motorbike.

Mr S made a theft claim on his policy, but Alwyn declined the claim on the grounds that he had failed to engage the security features on his motorbike while leaving it unattended to pay for petrol.

Mr S complained about this outcome, on the basis that the move away from the bike did not qualify as leaving the bike unattended, and that the actual theft took place after the thief had already rolled the bike away. Alwyn maintained their position was correct and did not uphold his complaint, so he brought it to this Service.

An Investigator reviewed the circumstances of the claim and the complaint, and thought that Alwyn's decision to decline was reasonable under the circumstances.

Mr S was unhappy with this outcome and has asked an Ombudsman to review this complaint and reach a final decision.

What I've decided – and why

I am not upholding this complaint, and I'll explain 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 want to express my sympathy for the distress and upset that Mr S has experienced as a result of this event. I'm sure it has been a very difficult time, and it is understandable that this will continue to affect him with anxiety and sleepless nights. Nevertheless, my role is not to assign responsibility for the incident itself – rather, my role is to decide whether Alwyn acted fairly and reasonably in declining Mr S's theft claim.

Before I describe the incident, I want to highlight the relevant parts of the policy schedule (***emphasis mine***):

*Whenever your bike is **left unattended** (including while in a locked garage), cover against theft will apply **only if the bike is secured as specified in the endorsement(s)** below. As a minimum, this will be at least one of a disc lock, D-lock, griplock or armoured chain, any other lock on the bike (eg the steering lock).*

The schedule contains the following endorsement:

*L3: With reference to Exclusion 2a of Cover Sections 1 and 2, the security required for cover to apply to loss or damage by theft or attempted theft is as follows. If all this security is not in operation whenever the insured vehicle is **left unattended** (including while in a garage), such cover **will not apply**.*

- 1. A D-lock, Disc lock, Grip lock or lockable armoured chain; plus*
- 2. any other security device fitted to or carried on the insured vehicle; plus*
- 3. any other measure as specified in any endorsement.*

Mr S was also read a statement as part of the sales call highlighting the policy terms above, and he agreed to them. In that call, he said that the motorbike had a factory-fitted Alarm and Immobiliser and an Oxford Products Disc Lock. The above terms are clear that these security measures should be employed whenever the bike is left unattended.

CCTV footage is available from the incident, and I believe it illustrates why Alwyn's decision is reasonable under the circumstances.

It is not in dispute that some or all of the security measures were not applied when the theft occurred, so my decision will focus on the question of whether the motorbike was left unattended at the point of the theft. The CCTV footage in this case is instructive, as it shows the moments before the theft, as well as the theft itself. Before the theft, Mr S can be seen beside his motorbike as he fills it up with fuel. The thief and his accomplices can also be seen circling Mr S, likely scouting the forecourt for an opportunity to commit a theft. At this point, Mr S has not left the motorbike unattended, and Mr S is deterring the theft by his presence.

Mr S is then seen leaving his motorbike to enter the petrol station, at which point the thief runs up to it and pushes it towards the exit. Mr S can then be seen running back towards the thief, trying to get his bike back. At this point, the theft has already occurred, and it was only able to occur because Mr S had moved far enough away that the thief could seize the opportunity to make off with the motorbike. To put it another way, Mr S was no longer deterring the theft, therefore the motorbike was left unattended. Furthermore, it was left unattended with the disc lock not employed. Mr S's attempts to recover the bike do not counter the fact that the bike was left unattended without security features engaged at the point when the theft occurred.

I disagree with Mr S's opinion that the theft occurred out of view of CCTV, when the thief's accomplice made threats and caused him to back off and allow them to abscond with the bike. This was a continuation of the original instance of theft, rather than a separate incident. I do not consider it likely that the second part of the incident could have occurred if the motorbike had not been left unattended, without the security measures engaged.

My final decision

For the reasons I stated above, 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 S to accept or reject my decision before 16 March 2026.

Joshua Clement
Ombudsman