

## The complaint

Miss R complains that Ageas Insurance Limited unfairly declined a claim she made on her motorcycle insurance policy.

## What happened

Miss R took out a motorcycle insurance policy underwritten by Ageas. When her bike was stolen from her driveway, she made a claim.

Ageas declined that claim. It said Miss R's policy had an endorsement requiring the bike to be kept in a garage if not in use at her home address. It said there was no cover when this didn't happen, as was the case here.

Miss R complained, she didn't think that was fair. Ageas didn't change its stance, so Miss R brought her complaint here.

Our Investigator didn't recommend the complaint be upheld. He thought Ageas had fairly declined the claim in line with the terms of the policy.

Miss R didn't agree and asked for an Ombudsman's decision. She said she said the bike was only outside because she was waiting to hear from a friend to see if she needed to run errands for them because they were unable to run them themselves.

## 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 done so, I'm not upholding it. I understand Miss R will not be pleased with this decision. I'll explain my reasoning. But, in line with our service's information role, I'll not be commenting on every argument raised or bit of evidence submitted. Instead, I'll focus on what I consider key.

It's worth noting at this point that in the decision, I'm looking at Ageas' decision to decline the claim. I'm not looking into any aspect of the sale. That was carried out by another business, so doesn't form part of this complaint against Ageas.

Miss R's policy says she's covered for, amongst other things, theft.

But the policy has an endorsement saying that part of the cover (theft), "*...will not apply in respect of loss and/or damage to your motorcycle caused directly by theft, attempted theft or malicious damage unless your motorcycle is kept in a locked and secured building and your motorcycle is a) at your private dwelling place...*"

There's no dispute here that the bike was stolen from the driveway of Miss R's house. So it was at her private dwelling place and it wasn't kept in a locked and secured building at the time of the theft.

I've considered Miss R's explanation of why the bike was kept on the driveway when it was stolen, but I'm satisfied Ageas reasonably deemed that to mean it wasn't in use.

So in light of the endorsement – which I find to be clear within the schedule, I'm satisfied Ageas' decline of Miss R's claim is fair and reasonable and in line with the policy terms.

### **My final decision**

For the reasons set out above, 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 R to accept or reject my decision before 12 March 2026.

Joe Thornley  
**Ombudsman**