

The complaint

Mr G has complained that the broker CAROLE NASH INSURANCE CONSULTANTS LIMITED trading as Express Insurance Service (Express) mis-sold a motorbike insurance policy to him.

What happened

Mr G bought a motorbike insurance policy through a broker, Express in March 2025. He made a theft claim to the insurer, which it rejected due to an endorsement which it said Mr G hadn't complied with at the time of the theft.

Mr G has made a separate complaint to the insurer about his claim.

Mr G complained that the broker Express had mis-sold the policy to him.

One of our Investigators thought overall Express hadn't mis-sold the policy. He found it had clearly set out the endorsements in the policy wording provided. From listening to the sales call, he found the agent had mentioned the endorsement, but could have been clearer. So he recommended Express pay Mr G £100 for the loss of expectation.

Express accepted the Investigator's view. Mr G disagrees and wants an ombudsman to decide. He says the policy was mis-sold to him. He believed the bike should be kept in a garage while not in use, but at the time of the theft, his bike was in use as he was about to go out. So he wants Express to meet his claim by paying a total loss sum for his stolen bike.

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.

Mr G says he left his bike securely chained to a bollard at around 3.30pm in a residential car parking space shared by him and his neighbours. He said he was waiting for a relative to arrive for a planned bike ride, but his relative was delayed. So Mr G says his bike was outside for longer than anticipated. However, Mr G says it was securely locked to the bollard and so his claim should be met.

I've listened to a recording of the sales call. The agent asked Mr G if his motorbike would be kept in a locked garage or structure only his house has access to, which Mr G answered 'yes'.

At around nine minutes 20 seconds, the agent confirmed the insurer cover; *"on condition that your bike is kept in a locked and secure garage and failure to adhere to this condition will invalidate any theft or attempted theft claim"*.

At around 10 minutes 15 seconds, the agent confirmed there were no additional endorsements, but; *"you must remember that your bike must be locked secure if not attended"*.

Mr G says he understood what the agent told him to mean that the garage condition applied to long-term storage (e.g. overnight), while the 'locked and secured' condition applied to temporary periods when the bike was in use but unattended. Mr G says he complied with this latter condition when the theft happened, by securing his bike with two locks and a chain to a bollard.

The Investigator thought Express should pay £100 compensation for a loss of expectation as, in light of the policy endorsements, he thought the agent could have been clearer. However, as Express provided policy documents, which Mr G was to read when he received them, the Investigator didn't agree that the policy had been mis-sold. He found the policy wording and endorsements were clear and not misleading.

Express did not provide Mr G with any advice as to the suitability of the policy for Mr G.

I've taken into account the information given in the sales call, but not in isolation – as Express provided full policy documents to Mr G after the call. In the call the agent asked Mr G to check the documents when received. They were sent to Mr G by email as requested, three days before the policy started.

In the cover letter attaching the documents, Express provided a checklist for Mr G. This read:

"Please read through the document pack to ensure we have the correct information.

Have you read through the exclusions and limitations in this pack?

As we can't offer advice please check that this insurance meets your needs."

Under the policy schedule, Express highlighted the following under the title 'Endorsements';

"The endorsement only applies to the specified bike where the registration number appears at the end of the endorsement wording. If the registration number is not present then the endorsement wording applies to all bikes covered under the policy.

E726 - Lock or Padlocked Chain Sold Secure or Thatcham Approved

It is a condition of this insurance that your vehicle has been secured by a lock or padlocked chain that is either Sold Secure or Thatcham approved.

E728 - Excluding Theft When Not In Private Garage

You have agreed that you will keep your vehicle in your private locked garage or building, at your home address, to which only you and anyone with your permission have access. If a theft or attempted theft of your vehicle happens at any time and within a 500 metre radius of your home address when the vehicle is not locked in this garage or building we will not pay the claim. This restriction does not apply to any loss or damage occurring whilst your motorcycle is parked away from your home during the course of a journey."

Under the Insurance Product Information Document (IPID) Express highlighted under; 'what is not insured' the following:

"If you have declared your motorcycle as garaged, you will not be covered for any loss or damage if your motorcycle is not garaged while you are at home or within a 500 metre radius of your home."

So I think the policy wording provided by Express clearly explained the endorsements that applied. Nowhere does it give a grace period of time for the garage endorsement to apply while at the home address. The agent in the sales call didn't suggest this either. While I agree the agent could have expanded on the endorsements that applied, I don't think Express mis-sold this policy to Mr G. I don't find that Express misled Mr G.

There is an onus on a policyholder to read the policy documents provided. If, on reading the policy documents, anything was incorrect, or the policy wasn't suitable, Mr G had the opportunity to make changes or cancel his policy within the cooling off period.

So I am upholding this complaint in part in line with the Investigator's recommendation.

I understand Mr G will be very disappointed with my decision. And I understand the impact of having his motorbike stolen and his claim not met. While I think the agent could have expanded on the 'garage' endorsement, I don't think Mr G was mis-sold the policy. I think the policy wording which Express provided was very clear, so that he could make an informed decision about his policy and the endorsements that applied.

My final decision

My final decision is that I uphold this complaint in part. I require CAROLE NASH INSURANCE CONSULTANTS LIMITED trading as Express Insurance Service to pay Mr G £100 compensation for the distress and inconvenience caused by a loss of expectation.

CAROLE NASH INSURANCE CONSULTANTS LIMITED trading as Express Insurance Service must pay the compensation within 28 days of the date on which we tell it Mr G accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at a simple rate of 8% a year.

If CAROLE NASH INSURANCE CONSULTANTS LIMITED trading as Express Insurance Service considers that it's required by HM Revenue & Customs to withhold income tax from that interest, it should tell Mr G how much it's taken off. It should also give Mr G a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 17 April 2026.

Geraldine Newbold
Ombudsman