

The complaint

Mr S complains that Salvation Army General Insurance Corporation Limited ('Salvation Army') unfairly declined a theft claim he made for his mobility scooter.

What happened

Mr S held an insurance policy underwritten by Salvation Army. He reported a claim to them in January 2025 after his mobility scooter was stolen from outside his home. Mr S said he had left it outside his home while he was away for a few days.

Salvation Army considered the claim but ultimately declined to cover it. They said Mr S hadn't complied with the policy's terms as the mobility scooter wasn't secured to an immovable object if left unattended.

Mr S felt this was unfair and raised a complaint. He said he was a disabled customer with significant mobility limitations and neurological issues related to a brain tumour, including seizure risk. Because of this, he said securing the scooter to an immovable object was not physically practical for him to do. Salvation Army considered the complaint but maintained their decline of the claim. Mr S then brought the complaint to this Service.

An Investigator looked at what happened but ultimately didn't think the complaint should be upheld. She said Mr S while she acknowledged Mr S's submissions that he wasn't able to adhere to the policy's terms; she hadn't seen any evidence to demonstrate Salvation Army had an opportunity to consider alternative terms. So, the Investigator concluded that Salvation Army hadn't acted unfairly in declining Mr S's claim.

Mr S did not agree with the Investigator's conclusions. He maintained that his medical conditions made it physically impossible for him to comply with the policy's requirement to secure the scooter to an immovable object. He said the fair way to resolve the complaint was to consider whether it was fair and reasonable to apply the exclusion Salvation Army had to a disabled customer who physically could not comply with it.

Mr S asked for an Ombudsman to consider the complaint – so, it's been passed to me to decide.

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've reached the same overall outcome as the Investigator, and I don't uphold this complaint. The policy terms Salvation Army relied on say:

"The insured item(s) whilst left in the open for more than 12 hours or overnight unless it is secured to an immovable object by padlock and chain, is concealed from public view and is kept undercover"

I'm satisfied this is a term which goes to the level of risk Salvation Army is prepared to cover, particularly in relation to theft. And I do not consider the term to be onerous or impractical in terms of the term being a reasonable safeguard against theft.

I accept that it's not in dispute Mr S didn't meet these conditions. He's explained that he left his scooter outside his home for a number of days, secured with chain and cover, but not to an immovable object. So, I'm satisfied Salvation Army was entitled to rely on this policy term when considering the claim.

I've also carefully considered Mr S's circumstances. I accept that he is a vulnerable customer with significant mobility limitations and neurological issues, and that these may have made it difficult, or as he says, impossible, for him to secure the scooter to an immovable object. And I also accept that he took steps which were practical for him, by locking the scooter and covering it. So, the key question for me to answer in this decision isn't just whether the policy terms were clear, but whether it was fair and reasonable for Salvation Army to apply rely on that term in Mr S particular circumstances. In reaching my decision, I've taken into account the Financial Conduct Authority's ('FCA') guidance on the fair treatment of vulnerable customers, and the expectation that insurers should respond flexibly when they are aware of customer's needs.

However, in this case, I haven't seen any persuasive evidence that demonstrates Salvation Army was made aware, before the loss occurred, that Mr S wasn't able to comply with the policy's terms to secure the scooter to an immovable object. I also haven't seen evidence that Mr S contacted Salvation Army to explain his circumstances or to explore whether alternative arrangements for cover might be available or make adjustments to the terms of the policy. In those circumstances, I do not find that it would be fair to say Salvation Army acted unreasonably when relying on the term, which I'm satisfied is fundamental to the risk they agreed to insure, particularly where they weren't aware the terms couldn't be met.

I appreciate this has been a difficult situation for Mr S, and I naturally sympathise with the position he found himself in. But I'm ultimately not persuaded that it was unfair for Salvation Army to decline to cover Mr S's claim.

My final decision

For the reasons I've outlined above, my final decision is that I do not 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 7 May 2026.

Stephen Howard

Ombudsman