

## The complaint

Mr S has complained about Bastion Insurance Company Limited. He isn't happy that it turned down a claim under his bicycle insurance policy.

For ease of reading any reference to Bastion includes its agents.

## What happened

Mr S had an insurance policy with Bastion and looked to make a claim under the policy after his bike was stolen from outside a public house. But when Bastion looked into the claim it turned it down. This was for a number of reasons including the fact Mr S hadn't secured his bike properly to a secure immovable object and with a Sold Secure approved bike lock as defined in the policy. And the fact that Mr S had been drinking at the time of leaving his bike which invalidated cover. As Mr S wasn't happy about this he complained to Bastion who maintained its position.

Unhappy with Bastion's response, Mr S approached this Service.

Our investigator looked into things for Mr S but didn't uphold his complaint. Although she was satisfied the exclusion relating to drinking alcohol didn't apply she didn't think Mr S could show that he had an approved lock under the policy. Mr S had provided some details in relation to the lock he used at the time of the theft, but it wasn't on Bastion's approved lock list. So she didn't think Bastion had acted unfairly in declining the claim.

As Mr S didn't agree the matter has been passed to me for review.

## 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, and despite my natural sympathy for the position Mr S has found himself in after the theft of his bike, I'm not upholding this complaint. I'll explain why.

Although I agree with our investigator that there isn't sufficient evidence to say Mr S was either intoxicated or that this was material to the circumstances surrounding the theft of his bike, but I don't think Bastion has acted unfairly in declining his claim. I say this as it is clear from the policy documentation Mr S wouldn't be covered unless his bike was secured to an immovable object and was secured by '*A nominated lock from the appropriate Sold Secure category of Silver or above....*'. And Mr S hasn't provided evidence to show that his bike was secured in line with this at the time of the theft.

Mr S said he secured his bike next to the pub he was visiting, but he hasn't outlined that his bike was secured to an immovable object. And he hasn't provided any real detail to the contrary when Bastion has asked about this. But what is clear is that Mr S hasn't provided evidence his bike was secured by a Sold Secure approved lock which was a requirement of the policy. I know Mr S has provided some evidence that his bike was secured by providing

a picture of the keys he used for his lock. However, he has clearly explained which lock he used and provided details from the seller's website, but this isn't on the Sold Secure list (our investigator sent Mr S a link to the Sold Secure list separately).

The policy is clear theft is only covered when '*The Bicycle has been locked to an immovable object by an approved lock*'. And '*Approved lock*' is further defined as '*A nominated lock from the appropriate Sold Secure category of Silver or above standard*.' Unfortunately, Mr S' lock isn't listed on the Sold Secure locks list unlike many other locks and an insurer is entitled to impose such conditions. They impose them as they want to ensure their customers take reasonable steps to ensure their bike is secure and protected given the clear risk of theft. And I'm satisfied the requirement was clearly laid out in the policy documentation so I can't say Bastion has acted unreasonably here.

Given all of this, I can't say that Bastion has acted unfairly, and I won't be asking it to take any further action.

### **My final decision**

It follows, for the reasons given above, that I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 25 August 2023.

Colin Keegan  
**Ombudsman**