

## **The complaint**

Miss A has complained that Admiral Insurance (Gibraltar) Limited ('Admiral') unfairly declined a claim under a home insurance policy.

## **What happened**

Miss A contacted Admiral to make a claim when an electric bike was stolen from her garage. Admiral initially said it would settle the claim at £350, as this was the maximum amount it would pay for a pedal bike that wasn't specified on the policy. Miss A didn't accept this amount. She said it was considerably less than the value of the bike. Ms A told Admiral only pedal bikes needed to be specified and the bike wasn't a pedal bike. Admiral then declined the claim as it said the bike was a motorised vehicle, which it didn't provide cover for under the policy.

When Miss A complained, Admiral maintained its decision to decline the claim. It also said that although Miss A said she had problems navigating Admiral's website to check the policy booklet, it was the policyholder's responsibility to ensure they had the right cover. However, it said Miss A had been given conflicting information about whether the bike was covered. So, it offered £125 compensation.

So, Miss A complained to this service. Our investigator didn't uphold the complaint. She said it was reasonable for Admiral to decide the bike was a motorised vehicle and not to cover the claim. She said Admiral's offer of £125 compensation for the conflicting information was fair in the circumstances.

As Miss A didn't agree, the complaint was referred to me.

## **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 don't uphold this complaint. I will explain why.

Admiral declined the claim because it said the bike was a motorised vehicles. So, I've looked at the policy. The contents section of the policy said it didn't cover "*motorised vehicles*", which it described as:

*"Any vehicle that is electrically or mechanically powered or assisted, and its keys, parts or accessories. This includes (but is not limited to) the following.*

- *Quad bikes, e-scooters, caravans, trailers, aircraft and watercraft, whether or not they are licensed to be used on the road*
- *Electrically assisted pedal cycles, electric wheelchairs or mobility scooters that must be licensed to be used on the road"*

I've looked at the bike online and this showed a bike that was powered by a battery and had no pedals. So, I think it's fair to say this was an electrically powered bike. I'm aware that the definition of a motorised vehicle didn't specifically list a wholly electric bike. But I wouldn't expect a policy to list every possible type of motorised vehicle. In my view, the definition was clear when it described what it didn't cover and explained that it wasn't limited to only the vehicles listed. It said it didn't cover electrically powered vehicles and the bike was electrically powered.

Miss A has also said the bike should be covered as a domestic motorised vehicle, specifically as an electrically powered mobility carriage. So, I've thought about this. The policy said it covered "*domestic motorised vehicles*", which it described as:

*"Ride-on lawnmowers used in the boundaries of the home, electrically powered mobility carriages, electric wheelchairs and golf trolleys controlled by a person on foot."*

The policy didn't define a mobility carriage. So, I've considered this and what would be considered a reasonable definition. Government guidance describes a mobility vehicle and says:

*"Manual and powered wheelchairs and mobility scooters are medical devices for those who cannot walk or who have difficulty walking."*

It also says:

*"Some other types of small electrically powered vehicles such as golf buggies look similar to mobility scooters. They are not 'invalid carriages' within the meaning of the 1988 Regulations."*

The guidance also explains that powered wheelchairs and mobility scooters may only be used by a disabled person, or by a non-disabled person who is involved in things like the sale of the mobility vehicle or showing how it is used. It says that "*[a] disabled person in this context is someone with an injury, physical disability or medical condition which means that they are unable to walk or have difficulty in walking.*"

So, I think it's fair to say that a mobility vehicle is a medical device for a disabled person who cannot walk or who has difficulty walking. Although other vehicles might have similar characteristics, such as a golf buggy, the guidance says it doesn't mean they can be regarded as mobility vehicles.

I've looked again at the stolen bike. I think it's reasonable to describe it as a type of dirt bike. I'm aware Miss A has also described it as an "*electric motorbike*". The photos on the manufacturer's website show it being ridden through off-road terrain, such as a forest. It describes the bike as "*built for the dirt*" and its frame as "*qualified to assure you a safe and fun riding experience through even the toughest terrains*". In my view, I didn't see anything that suggested it was a mobility vehicle or carriage.

I've read all of Miss A's comments and evidence and considered this and it doesn't persuade me that the bike was covered by the policy. I don't think the bike can fairly be regarded as a mobility vehicle or carriage. I've also looked at the rest of the policy and haven't identified any other part of it that would provide cover for the bike. So, I think it was fair that Admiral declined the claim.

Miss A also said she wasn't told electric bikes weren't covered when she took out the policy. I haven't seen evidence that Miss A made Admiral aware she was specifically looking for cover for an electric bike. So, I wouldn't have expected Admiral to specifically highlight the

exclusions around this. They were in the policy booklet. Miss A has also said she had problems accessing the policy booklet online. I haven't seen evidence that Miss A raised this with Admiral, including any concerns about the level of cover, before she made the claim. So, I'm not persuaded this made a difference.

I'm also aware Admiral initially said it would cover the claim but only pay £350. It later said the bike wasn't covered under the policy. When Admiral replied to the complaint, it accepted that Miss A had been given conflicting information and offered £125 compensation. In the circumstances, I think that was a reasonable response to address the issue.

Having considered the full circumstances of this complaint, I don't uphold it or require Admiral to do anything further.

### **My final decision**

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 29 September 2023.

Louise O'Sullivan  
**Ombudsman**