

## **The complaint**

Mr T complains that West Bay Insurance Plc (“West Bay”) declined a claim he made on his motor insurance policy after his car was stolen.

All references to West Bay include its agents.

## **What happened**

Mr T has motor insurance with West Bay.

In October 2021 Mr T says his car was stolen from outside his business partner’s house. Mr T called the police, obtained a crime reference number, and reported the matter to his insurer.

Mr T says West Bay sent a loss adjustor to validate the claim in March 2022. At the time of the interview the loss adjustor made handwritten notes and asked Mr T to sign them afterwards. Mr T refused to sign the notes since he says they he was unable to read them due to poor handwriting.

Mr T says the loss adjustor told him to sign the notes and he would email everything over the following morning, so he was able to make any amendments if he wanted to. Mr T says he didn’t receive the email and, instead the notes were sent to his insurer.

West Bay declined his claim on the basis Mr T was using his car for his business. Mr T refutes this; he says he’s a builder and has four vans that he uses for the business. West Bay also said Mr T’s account of the incident was inconsistent but Mr T explained this was because he was interviewed months after the event and the nature of his work means that he can be all over the country, working all hours.

Mr T wasn’t happy and so he complained to West Bay. West Bay said it needed to ensure the claim was settled within the terms and conditions of the policy and so needed to validate the claim. West Bay apologised that Mr T had been provided with an incorrect expectation regarding the settlement of the claim and awarded him £75 as a gesture of goodwill.

Mr T wasn’t satisfied with the response from West Bay so he referred his complaint to this service. One of our investigator’s looked into things for him. He said he didn’t think West Bay had acted fairly. He said he could see there were some changes in some of the details provided by Mr T but considering the time it took West Bay to complete its face-to-face interview he thought it was likely some elements may have been forgotten or mixed up over time. He said the findings in the face-to-face interview should be disregarded given the circumstances. He said West Bay should reconsider the claim since the inconsistencies weren’t enough to repudiate the claim. He also said West Bay should pay Mr T £250 to reflect the distress caused by the delay and the mismanagement of Mr T’s expectations following the face-to-face interview.

West Bay didn’t agree. It said the statement was written up during the face-to-face interview based on the events as described by Mr T. It said a report was drafted using all the

information it had. West Bay provided the investigator with the call recordings that took place four weeks after the incident. On review of the further information the investigator amended his view to say West Bay should pay the claim with an additional 8% simple interest, from the date of loss to the date payment is made. For the delays in dealing with the claim he recommended West Bay pay Mr T £250.

### **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.

I'd like to start by assuring both parties that I've considered all the information provided to me as well as comments from both parties. But I've only commented on what's relevant to the outcome of this complaint.

My role here is to look at whether West Bay's declination of the claim was fair and in line with the terms of the policy. I have read the policy terms to understand the cover provided. It is clear that Mr T's car was stolen and hasn't been recovered. Mr T reported this to his insurer and the police, who provided a crime reference number. While I agree West Bay undertook a reasonable investigation into the circumstances surrounding the theft of Mr T's car, I don't think West Bay has sufficient evidence to decline the claim. I'll explain why.

On review of the evidence, Mr T's general account and description of the circumstances surrounding the theft has been consistent. He has given a clear account of where he left the car and what happened.

Under the section 'What to do if your car is subject to a theft' the policy says, "*call the police and obtain a crime reference number.*" And this is what he did. The policy also says Mr T must cooperate fully with West Bay when making a claim. Again, this is what he did.

It's not disputed that Mr T's car was stolen. So, on the face of it, he has a claim under his car insurance policy. West Bay hasn't explained which of the general conditions of the policy it seeks to rely on to decline the claim. It's for West Bay to show it has grounds to decline the claim and I don't think it has done so here. West Bay has referred to inconsistencies in the evidence. But I think they can be explained and aren't enough to warrant a decline.

### **Conclusion**

In turning down Mr T's claim West Bay has said there were inconsistencies in the evidence provided. But it doesn't have any evidence to suggest that Mr T was involved or has been untruthful with it or its investigators – certainly not to the extent that it is free to decline the claim.

Overall, I'm not persuaded that there is sufficient evidence to decline the claim. Mr T's testimony remains consistent apart from some inconsistencies with the time things happened, but I think it's more likely this is due to the passage of time from the incident to when Mr T was interviewed. His car was stolen and reported to police, he obtained a crime reference number, he provided his testimony to West Bay four weeks after the incident and again months later when it sent its investigator to validate the claim. Mr T has fully cooperated with West Bay's investigator and the police.

To compound all of this there have been delays and misinformation which has caused Mr T a great deal of distress and inconvenience.

So I think the fair and reasonable thing to do, in the particular circumstances of this case, is for West Bay to deal with Mr T's theft and pay him 8% simple interest from the date of loss until the date of settlement since he has been without the car or cash settlement.

West Bay should also pay him compensation for the time he has been without his car. Although it is fortunate Mr T had use of his van it must have been very inconvenient for him to have to use his van every day. Our investigator recommended £250 to reflect the distress and inconvenience and I think this is fair in all the circumstances and is in line with the awards we make.

### **Putting things right**

Given the conclusions I've reached, as set out above, I think West Bay Insurance Plc should;

- Pay Mr T's theft claim
- Add 8% simple interest from the date of loss until the date of settlement.
- Pay Mr T £250 compensation.

### **My final decision**

For the reasons given above I uphold this complaint and direct West Bay Insurance Plc to do what I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 13 November 2023.

Kiran Clair  
**Ombudsman**