

The complaint

Mr A complains that West Bay Insurance Plc declined a claim on his buildings and contents insurance policy.

What happened

Mr A made a claim on his policy in January 2023. He says he noticed that water had got into the garage at his home and damaged the contents.

In February 2023 he was told a loss adjuster had been appointed and would visit, but there were delays with this.

In May 2023 the loss adjuster said it was not storm damage and there was no insurable event. West Bay said the claim wasn't covered but in the meantime, the contents of the garage had been removed and disposed of.

Mr A had signed a form giving his consent to their disposal but complained about the claim being declined and his contents disposed of.

West Bay agreed to review the decision to decline the contents claim and asked Mr A to provide like for like replacement costs. It accepted the contents should not have been disposed of and made a payment £3,414.52 to cover the value of some of the items, together with £300 compensation for the distress and inconvenience caused to Mr A.

Mr A remained unhappy and referred the complaint to this Service. Our investigator said:

- There was no evidence of storm conditions at the time of the claim and the loss adjuster advised the damage was not consistent with storm damage. So the decision to reject the claim was fair.
- West Bay should not have dealt with the contents – and should not have disposed of them.
- The items were beyond economic repair, so their value was limited, but some of them had sentimental value. The offer of £3,414.52 was fair.
- The situation was very upsetting for Mr A and compensation of £500 would be fair.

West Bay accepted the investigator's view and agreed to pay a further £200 but Mr A has not accepted and would like an ombudsman's decision.

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.

The relevant industry rules and guidance say insurers must deal with claims promptly and fairly and not unreasonably reject a claim. They should settle claims promptly once settlement terms are agreed.

The policy provides cover for storm damage. Mr A said he thought the garage had suffered storm damage, as a result of which the roof was damaged and water had got inside, damaging the contents. It's for Mr A to prove his claim so he needs to show there was a storm at the time.

The policy defines a storm as violent weather involving:

- a) *wind speeds with gusts of at least 55 miles per hour; or*
- b) *torrential rainfall at a rate of a least 15mm per hour...*

Even if the policy did not define "storm", it would need to involve high winds capable of causing structural damage; mere bad weather is not enough. Mr A hasn't provided any evidence of a storm and the weather records for the time of his claim don't show there were storm conditions.

Mr A says he made the claim when he noticed the damage, and it may have happened earlier. If he's not able to say when that was, and show the damage was caused by a storm, then he's not able to prove his claim.

To ensure it had considered the claim fairly, West Bay appointed a loss adjuster to assess the damage. Their advice was that the damage was not consistent with a one-off storm event. It's more likely the items had become damp over time.

As there is no evidence of a storm or that the damage was caused by a storm, West Bay's decision to decline the claim was in line with the policy terms and was fair.

If there was no storm damage, the contents would not be covered either. That means West Bay shouldn't have dealt with the contents. But they were removed and disposed of. So Mr A has been left without the contents.

Mr A signed a document confirming he was happy for all items to be disposed of. But if the claim was not being dealt with and he wasn't going to get any money for the items, they should have been returned to him. Otherwise he's out of pocket.

Many of the items were not in good condition and were of little value. It's likely he would have had to dispose of them anyway. But he's explained that some of them had sentimental value and he may have kept these even if they were in poor condition. West Bay reviewed those items and made a payment of £3,414.52.

I understand why Mr A is unhappy about what happened. But taking everything into account I think the payment is a fair way to compensate him for the value of those items.

There was some delay with the claim and Mr A had to chase for information. That was upsetting, particularly when he had lost items of sentimental value to him. I agree £500 is a fair amount to compensate him for the distress caused.

West Bay has already paid £300, so it should make a further payment of £200.

My final decision

I uphold the complaint and direct West Bay Insurance Plc to pay compensation of £200 to Mr A.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 6 September 2024.

Peter Whiteley
Ombudsman