

The complaint

Mrs S has complained that her home contents insurer, West Bay Insurance Plc ('West Bay'), turned down a claim she made on her policy for her missing jewellery.

West Bay is the underwriter of this policy i.e., the insurer. During the claim Mrs S also dealt with other businesses who act as West Bay's agents. As West Bay has accepted it is accountable for the actions of its agents, in my decision, any reference to West Bay includes the actions of the agents.

What happened

Mrs S has contents cover as part of her home insurance policy which she says she's had for many years.

In May 2023 Mrs S made a claim on her policy for her missing wedding jewellery; a necklace pendant and an engagement ring. She said she was prompted to do so after she found the purchase receipts when she was having a clear out. Mrs S said she last recalled seeing her jewellery in October 2022 before being admitted into hospital. She said she decided to wear both items to the hospital in case her house was broken into during her hospital stay.

Mrs S said she was in hospital for a few weeks and that at some stage between leaving her house and being in hospital her pendant and ring went missing. She said she reported this to the hospital, but it appears to have lost the paperwork she submitted. She also reported the matter to the police and provided a police reference.

West Bay asked Mrs S to provide evidence in support of her claim including photographs of her wearing the jewellery in question and of the box they were normally stored in. It also asked for evidence that the loss was reported to the hospital and that the hospital had logged the items when she was admitted there.

Mrs S provided the purchase receipts as well as photographs of her wearing the items and of the box she normally kept them in. Around the same time, she informed West Bay that she was classed as vulnerable due to the illness which led to her hospital admission.

In December 2023 West Bay informed Mrs S that it wasn't able to progress her claim as the version of events it received from the hospital did not support her own version. It said that the hospital said it had no record of any jewellery being logged or reported missing.

Mrs S wasn't happy about her claim being rejected and complained. She also said that emailing was not good for her health condition and that she didn't feel this had been taken into consideration. Mrs S added that her condition makes it difficult for her to remember

things and that this is also a side effect of her medication. She said West Bay had failed to make reasonable adjustments for her and didn't appreciate that she had memory issues when she was unwell.

Mrs S added that several of the hospital staff had tried to help her find her jewellery and provided their names to West Bay. But she felt that they were all being silenced by their manager.

West Bay responded to Mrs S's complaint, but it didn't uphold it in full. It said that it didn't feel it had discriminated against her. It added that it had handled the claim correctly in requesting the information that it did from Mrs S and repeated that it wasn't able to accept her claim as the hospital did not corroborate her version of events. Nevertheless, it acknowledged that it should have provided more assistance to Mrs S when she first made her claim by helping her with the relevant forms. It said it should have asked for more information when Mrs S said she was vulnerable in order to consider making reasonable adjustments. It apologised for the trouble and upset this caused and offered her £100 compensation.

Mrs S then brought her complaint to our service. She said that she believed West Bay had discriminated against her due to her historic illness and disregarded evidence she had provided. Mrs S said this caused her increased stress which impacted her work and that she felt personally invalidated by West Bay. She said she wanted it to look at her claim properly and investigate it without prejudice to her illness.

One of our investigators reviewed the complaint and thought it should be upheld. She said that she asked West Bay whether it had followed up Mrs S's report with the police, but it didn't confirm either way. Our investigator said she considered this to be key evidence that could change the outcome. She concluded that West Bay hadn't properly investigated the claim. She also thought that it should pay Mrs S an additional £100 compensation for the distress and inconvenience the lack of investigation caused her. Our investigator thought West Bay should reopen the claim and investigate whether the jewellery was lost while in transit between Mrs S's home and the hospital and added that West Bay was under a duty to conduct a proper investigation and consider all the evidence provided.

Mrs S acknowledged receipt of our investigator's view but made no further comments. West Bay didn't respond. As there was no resolution the matter was 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.

The policy

The policy provides cover for loss or damage to contents in the home caused by, among other things, theft or attempted theft. It also covers contents away from home if they are lost or damaged as a result of theft or attempted theft while temporarily removed from the insured's home. This cover is subject to various exclusions.

The policy also has a separate section for personal possessions which include personal items normally worn or carried outside the home. It covers loss or damage to specified and unspecified personal possessions and this is also subject to various exclusions.

Mrs S insured her ring as a specified high-risk item for £3,001. She also had £5,000 worth of cover in total for unspecified personal possessions and £2,000 cover per item for personal items worn or carried outside the home.

From the policy terms above it seems that the ring and the pendant would both be potentially covered as specified and unspecified personal possessions and also potentially under the loss or damage section if the cause was theft or attempted theft.

The investigation

West Bay asked Mrs S for evidence in support of her claim. It also spoke to Mrs S on the telephone to get her version of events. I think these were reasonable actions to take when conducting an investigation.

Mrs S provided purchase receipts as well as photographs as per West Bays' request. She said she reported the matter to the hospital as well as the police. She provided a police reference but said the hospital lost the relevant paperwork.

West Bay rejected Mrs S's claim and said this was because the hospital didn't corroborate her version of events. From what I have seen, the hospital said that Mrs S was a patient with them and that she did not hand any jewellery to staff for safe keeping. I think the hospital's statement neither corroborates nor disproves Mrs S's version of events. It simply confirms that she didn't hand any jewellery in to staff. As far as I'm aware, Mrs S never said that she did such a thing. She said her jewellery went missing somewhere between her home and the hospital. I think West Bay's statement that the hospital said that she didn't report the jewellery missing isn't the same as the hospital saying that she never handed any jewellery to its staff, and I find it slightly misleading. It follows that I don't think West Bay acted fairly and reasonably when it refused the claim based on this information.

I appreciate that West Bay requested evidence that the matter had been logged with the hospital and that such evidence hasn't been provided. But bearing in mind that Mrs S says that the jewellery may have gone missing before she got to the hospital, I don't think that the absence of this evidence would necessarily invalidate Mrs S's entire claim. Also, Mrs S provided names of hospital members who she said tried to help her find her jewellery. I can't see that West Bay contacted any of them or that it gave Mrs S the opportunity to contact them herself if she wished.

As our investigator said West Bay has not confirmed whether it contacted the police as part of its investigation. I agree that without this it's not possible to say that West Bay carried out a reasonable investigation before rejecting the claim.

I also note that Mrs S said that her memory was impacted by her condition, and that she wasn't able to remember many details particularly while she was in hospital. I think this is something West Bay has failed to take into account when considering the claim.

It follows that I think West Bay needs to reconsider the claim.

Allegations of discrimination

I've gone on to consider Mrs S's complaint that she felt discriminated against because of her illness. Our role is to decide what's fair and reasonable in all the circumstances. In order to decide that, however, we have to take a number of things into account including relevant law, which includes the Equality Act 2010 ('the Act'), and what we consider to have been good industry practice at the time. So although it's for the Courts to say whether or not West Bay has breached the Act, we're required to take the Act into account, if it's relevant, amongst other things when deciding what is fair and reasonable in the circumstances of the complaint.

West Bay has accepted that it provided Mrs S with poor customer service. It has also acknowledged that it could have done more to help Mrs S particularly when she first reported her claim, but it doesn't think this amounted to discrimination. Mrs S doesn't see it that way. She believes that what West Bay has done goes beyond poor customer service. She feels discriminated against. I can understand why Mrs S feels this way and I do think West Bay hasn't quite grasped how its actions have made Mrs S feel.

From what I have seen, Mrs S mentioned on more than one occasion that she was vulnerable, that having to email West Bay was worsening her condition and also that she suffers from memory loss due to her illness and medication. I can't see that West Bay asked for more details so that it could put things in place that would assist Mrs S. And this is something that it has, itself, acknowledged. I think should liaise with Mrs S and put in place measures that ensure it communicates with her in a way that doesn't exacerbate her condition.

Bearing in mind the above, I think West Bay should pay Mrs S a further £100 compensation for the distress and inconvenience its actions caused her.

My final decision

For the reasons above, I have decided to uphold this complaint. West Bay Insurance Plc must reconsider Mrs S's claim in accordance with the policy terms and conditions. It must also pay her a further £100 for the distress and inconvenience it caused, in addition to the £100 it has already paid.

West Bay Insurance Plc must pay the compensation within 28 days of the date on which we tell it Mrs S accept my final decision. If it pays later than this it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% a year simple.

If West Bay Insurance Plc considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mrs S how much it's taken off. It should also give Mrs S a tax deduction certificate if she asks for one so she can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or

reject my decision before 15 January 2025.

Anastasia Serdari
Ombudsman