

The complaint

Mr M has complained about the way West Bay Insurance Plc dealt with a claim he made under his motorcycle insurance policy when his motorbike was stolen.

What happened

Mr M's motorbike was stolen and he made a claim to his insurer, West Bay. Mr M complained that West Bay didn't include accessories he wished to claim for in the settlement and previous costs he'd paid under the most recent MOT for the motorbike. He thought West Bay hadn't been clear about what was covered. He was unhappy about the time West Bay took to respond to his complaint.

West Bay apologised for the delay. But it said there was no change to the information it gave Mr M when he called to make his complaint. So there was no impact or change in outcome as a result of the delay.

West Bay didn't uphold Mr M's complaint. It said the accessories he claimed for were excluded under the policy. It said it asked questions about any recent changes to the bike as part of its validation process.

Mr M remained unhappy and asked us to look at his complaint. Our Investigator thought West Bay had acted reasonably and in line with the policy.

Mr M disagrees and wants an ombudsman 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.

For ease I'll set out Mr M's complaints under headings below.

West Bay didn't meet Mr M's claim for accessories

Mr M claimed for phone equipment and two locks as stolen accessories when his motorbike was stolen. West Bay excluded these from the settlement sum it paid.

Insurance policies don't provide cover for everything. We look at whether an insurer has defined what it will and won't cover in a clear way under the policy.

West Bay provided Mr M with an Insurance Product Information Document (IPID) along with the policy wording and certificate of insurance when he bought the policy.

The IPID provides a summary of cover - and refers Mr M to the full policy wording for detailed information to support the summary. Key information from the IPID in relation to Mr M's claim reads:

"We will not pay any amount of more than £400 for any one claim for spare parts and accessories fitted to your motorcycle, which is after the "Excess" deduction."

And it excludes cover for;

"loss of damage to keys, locks or ignition activators, alarms or immobiliser activators"

As the IPID is a summary, West Bay explained the following at the top of the IPID:

“This document provides a summary of the key information relating to this motor insurance policy and should be read in conjunction with your Policy Wording, Policy Schedule, Certificate and proposal form or statement of fact to ensure you understand the full terms and conditions that apply.”

Under the policy wording, West Bay defines the term ‘accessories’ as follows:

“Additional or supplementary parts of your motorcycle not directly related to its function as a motorcycle. This definition includes top boxes, tank bags and other luggage carriers while fitted to your motorcycle but does not include telephone, audio, navigation equipment, helmets or clothing.”

Mr M’s claim was considered under section B of the policy as a theft claim. The policy wording under this section sets out what is and isn’t covered - and the key statement for Mr M’s claim for locks reads:

“Exceptions to Sections A & B”- “Loss of or damage to keys, lock or ignition activators, alarm or immobiliser activators”

And so from the information made available to Mr M when he bought the policy, I’m satisfied that West Bay explained what was and wasn’t covered. And so I don’t think it acted unreasonably in not meeting Mr M’s claim for phone equipment and locks - as these were excluded from cover.

West Bay didn’t consider Mr M’s claim for costs from the last MOT

Mr M is unhappy that West Bay asked him for details of the last MOT when he made his claim - but didn’t consider the costs he said he’d paid. He said the questions about the MOT misled him into believing West Bay would consider these costs under his claim.

The key question asked of Mr M was: *“Please describe any work carried out to the vehicle in the last 3 months including how much this cost?”*

Mr M responded to say he had carried out works to the motorbike under the most recent MOT and had a tyre replaced.

West Bay explained that it asked this question as part of its validation of the claim. I don’t think there is anything wrong in an insurer asking reasonable questions when validating a claim. I can’t see that West Bay misled Mr M to believe that by answering this question, the costs he paid under the most recent MOT would be included in the settlement sum.

We cannot look at any delay an insurer has caused in responding to a complaint - as this is outside of our jurisdiction. But I can see Mr M wasn’t prevented from bringing his complaint to us. Eight weeks after he raised his complaint with West Bay, it provided Mr M with his referral rights to this service in line with the timeframes set out by the Financial Conduct Authority.

In response to the Investigator’s view, Mr M raised the following policy term which he believes his claim should be covered under:

“Up to £5,000,000 in costs for any one property damage claim or series of claims arising out of one event”

However, this statement has been taken from a different section of cover to the theft claim section which applies to Mr M’s claim. This statement relates to cover in the event of Mr M causing property damage: for example, if he accidentally drove into a fence or wall belonging to a third party.

I understand Mr M will be disappointed with my decision. But from the information available, I don’t think West Bay acted unreasonably in excluding the phone equipment and locks from

Mr M's claim. I think it properly considered his claim in line with the policy terms. So this means I'm not asking it to do anymore.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 21 September 2023.

Geraldine Newbold
Ombudsman