

## **The complaint**

Mr C has complained about Markerstudy Insurance Company Limited. He isn't happy that it turned down a claim under his motor insurance policy.

## **What happened**

Mr C made a claim under his motor insurance policy after he had two classic cars stolen on route to a classic car show. Only one was insured by Markerstudy and it turned down the claim as it didn't believe the theft happened as described by Mr C and it cited fraud. As Mr C wasn't happy about this he complained to Markerstudy and then this Service about the decline of his claim and how he felt he was treated.

Our investigator looked into things for Mr C but didn't uphold his complaint. He considered all the details and evidence surrounding the claim. But he didn't think Markerstudy had done anything wrong in turning down the claim given there were various discrepancies surrounding the case.

As Mr C didn't agree the matter has been passed to me for review.

## **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 won't be upholding this complaint. I know this will come as a disappointment to Mr C, but I'll explain why.

Mr C made a claim under his policy after two classic cars were stolen when he was travelling to a classic car show (one was towing the other). He was intending to meet fellow classic car enthusiasts on route and stopped for a refreshment break and a walk. But when he returned to his cars he realised that they had been stolen which he went on to report to the police and Markerstudy.

Markerstudy looked into the circumstances surrounding Mr C's claim and appointed an investigator to consider the claim and interview Mr C. I know Mr C found this difficult, but insurers are entitled to question the circumstances surrounding claims to ensure they are genuine, and this isn't unusual across the industry.

Ultimately, Markerstudy had a number of concerns surrounding the claim including - questioning inaccuracies in how Mr C went about reporting the matter to the police; questioning the details around the classic car show he was due to attend; conflicting accounts around potential witnesses; questions around the legitimacy of the vehicle that was stolen amongst other things. And it decided that it was turning the claim down citing the fraud term within the policy which says *'If a claim is made which you or anyone acting for you knows is false or exaggerated, or if you give us incorrect information or fraudulent documents, we will not pay any part of the claim, cover under this insurance will not be valid,*

*and you will lose any premium you have paid. We may also contact the Police and/or relevant authority(s) in relation to possible criminal proceedings.'*

As both sides know the full details and circumstances surrounding this case I don't propose to go over all the finer detail here. But I don't think Markerstudy have acted unreasonably here as it has a number of questions around the validity of the claim, and I will highlight one key discrepancy in this case by way of example.

Mr C told Markerstudy when he reported the theft he was towing one classic car on a trailer being towed by the other classic car and he clearly outlined this in his statement about the theft. But Markerstudy highlighted that the police report said he was towing both classic cars on a trailer with another more modern car. I understand Mr C offered an explanation as to why the police had put that on the crime report. But he maintained what he had reported to Markerstudy originally was correct (that he was towing one classic car on the back of the other).

However, while this complaint has been with this Service for investigation Mr C's first notice of loss call to his insurance broker has come to light. I've listened to the call, and he clearly outlines he was towing both the classic cars on a trailer on the back of another more modern car that he owned which is clearly at odds with the account he provided to Markerstudy. In addition to the questions Markerstudy have around the claim this clearly highlights that Mr C hasn't been consistent in his account.

Given this, and the other questions Markerstudy highlighted about the circumstances surrounding Mr C's claim including the clear contradictions in his account, I don't think it has done anything wrong here.

### **My final decision**

It follows, for the reasons given above, that I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 4 December 2023.

Colin Keegan  
**Ombudsman**