

## **The complaint**

Mr C has complained about KGM Underwriting Services Limited. He isn't happy that it turned down his 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 KGM and it turned down the claim as it didn't believe the theft happened as described by Mr C. As Mr C wasn't happy about this he complained to KGM and then this Service.

Our investigator looked into things for Mr C but didn't uphold his complaint. Although she understood why Mr C wasn't happy she didn't think KGM had done anything wrong. It looked into the detail surrounding the theft but felt there were a number of discrepancies, so she didn't feel it had acted unfairly in declining the claim.

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.

Although I can understand Mr C's position I don't think KGM has acted unreasonably so I'm not upholding his complaint. I'll explain why.

As I understand things Mr C told KGM that he was transporting two classic cars to a classic car show (one was towing the other) and was intending to meet fellow classic car enthusiasts on route. Mr C stopped for a refreshment break and a walk but when he returned to his classic car and trailer they had been stolen. Mr C didn't want to call the police emergency number and wasn't aware of the non-emergency number, so he walked for over half an hour to a local police station to report the thefts. And as the police station wasn't open he was advised by a police community police support officer to report the thefts online.

KGM questioned the circumstances surrounding the theft. Including the fact that the circumstances reported to the police weren't accurate (it was recorded that Mr C was towing both classic cars on a trailer with another vehicle as opposed to towing one classic car with the other as he had reported to KGM) and Mr C didn't tell it that in fact two classic cars were stolen at the time of theft (as Mr C only told it about the theft of his car that was covered under its policy). It also asked to speak to the people Mr C was meeting on route to the classic car show and the person who collected him after the theft, but Mr C couldn't provide the necessary details. And it questioned a number of other issues about the car including the storage details of the car and its history. Ultimately concluding that it wasn't persuaded by the circumstances surrounding the theft.

Having listened to the investigator's interview of Mr C and the notification of loss call and the circumstances surrounding the theft I can understand KGM's concerns. And while I

understand that Mr C questions its decision I would expect him to have been able to provide contact details of who he was due to meet on route to the classic car show and I find it surprising he was towing an expensive classic car on the back of another at the time of theft.

Indeed, while the matter has been with me for consideration his initial call to his broker has been provided and Mr C told the broker that he was in fact towing both the classic cars on a trailer and the thief stole the trailer with his two classic cars, but this isn't what he told KGM although this is consistent with what he told the police. And given Mr C is a classic car enthusiast who takes the car that was stolen to classic car shows on a regular basis I find it surprising that he doesn't have any pictures of his car and so I can understand why KGM had questions about this.

Given all of this, I can't say KGM's questions around the circumstances surrounding the theft of Mr C's very expensive classic cars are unreasonable. And if Mr C is able to provide any further evidence in support of his claim I would expect KGM to consider it, but as it stands I can't say KGM has acted unfairly in turning down the claim.

### **My final decision**

It follows, for the reasons given above, that I don't think KGM Underwriting Services Limited have acted unfairly and 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 10 November 2023.

Colin Keegan  
**Ombudsman**