

The complaint

X has complained about West Bay Insurance Plc. He isn't happy about the way it dealt with a claim under his motor insurance policy and the poor service he received.

What happened

X made a claim under his motor insurance policy with West Bay when his car was hit while parked. And he raised a complaint previously in relation to the actions of West Bay after the claim. That complaint was concluded, and X was awarded £300 compensation in relation to the way West Bay dealt with and mismanaged his claim up until its final response letter (FRL) in March 2023.

However, X had further concerns with the way his claim was dealt with and West Bay responded to these in its FRL of July 2023 which this complaint and decision focusses on. West Bay acknowledged that its continued service could have been better. X felt its letters were autocratic and arbitrary; that it sent letters to an incorrect address (including the compensation previously offered) which wasn't received; that it said his car was a total loss when it was repairable; and that additional damage was caused to his vehicle. In response West Bay acknowledged some of its failings and offered an additional £350 compensation. But as X still wasn't happy he complained to this Service.

Our Investigator looked into things for X, but she felt that West Bay had responded fairly to X's complaint by offering to pay a further £350 by way of compensation. She agreed that West Bay's service should have been better, and it clearly communicated poorly and to an incorrect address amongst other things, but she felt the level of compensation West Bay offered was fair.

As X 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 can understand X's frustration, as West Bay clearly got things wrong here, but I agree that its attempts to put things right feel fair. I'll explain why.

I think it's important to explain I've read and taken into account all of the information provided by both parties, in reaching my decision. If I've not reflected something that's been said in this decision it's not because I didn't see it, it's because I didn't deem it relevant to the crux of the complaint.

This isn't intended as a discourtesy to either party, but merely to reflect my informal role in deciding what a fair and reasonable outcome is. This also means I don't think it's necessary to get an answer, or provide my own answer, to every question raised unless it's relevant to the crux of the complaint.

I'd like to reassure X that whilst I'm aware I may have condensed some of the complaint points in far less detail and in my own words, I've read and considered everything he's told us. I'm satisfied I've captured the essence of the complaint and I don't need to comment on every point individually, or possibly in the level of detail he would like, in order to reach what I think is a fair outcome. This isn't meant as a discourtesy, but it simply reflects the informal nature of our Service. And I will not comment or look into the previous complaint as that has been dealt with separately.

I can see that X isn't happy that West Bay considered whether his car was a total loss initially. But West Bay has acknowledged that its initial assessment tool made an error. It has explained that the tool is only part of its assessment, and it isn't part of the final decision about whether the car should be deemed a total loss or not. Although West Bay could have handled this better and been clearer with X in its communication it just used the tool as part of looking to assess whether X's car was repairable and to manage his expectations. So, I don't think West Bay acted unreasonably here, especially as it clearly reached the correct outcome.

In relation to its communications, again it is clear that West Bay got some things wrong including writing to an incorrect address which must have been frustrating for X, especially as the agreed compensation from the previous complaint didn't arrive. However, West Bay corrected things and sent a cheque to the correct address which was reasonable although this obviously delayed things and caused some frustration and inconvenience. And it has explained that one of its letters was just a standard letter, but I don't think it did anything wrong here or that it should do anything different in relation to its letters generally.

I know X is particularly unhappy about additional damage that he feels was caused to his vehicle after it was taken away and the loss of some vehicle documentation. He listed a number of issues that he felt West Bay's salvage agent caused. But West Bay didn't find any evidence to support X's position in relation to the additional damage X feels was caused to his car by its salvage agent or anything to show that there was documentation taken from his car. However, it did say it would consider any further evidence X provided in support of his position (such as photographs) or it would appoint an independent engineer to inspect his vehicle and to report on any potential damage caused. I think this feels a fair way to advance things. I know X feels that West Bay already has some of this evidence, but I think the appointment of an independent engineer to consider the additional damage seems a sensible way forward.

Similarly, West Bay said it would consider refunding a fee of just over £80.00 that X incurred in relation to an additional part on his car. But West Bay's claims team wasn't made aware of this by X during the claim or why the part was required or how it was damaged. However, West Bay was prepared to consider this now if X explained why he thought this should be covered and provided some detail about the fee. I wouldn't expect an insurer to pay out under the policy without a detailed explanation and claim so I don't think West Bay's position here is unreasonable. And I know X was also concerned about the way West Bay's agent spoke about his vehicle and the general description used of his vehicle. I can understand this, but West Bay has provided feedback to its staff and apologised for this. So, I think it has acted reasonably here.

Finally, X wasn't happy about the renewal documentation he received and that errors were made in relation to the details that were recorded on the Claims and Underwriting Exchange (CUE). West Bay accepted that it didn't handle this very well and has subsequently put things right, ensured the correct details are entered on CUE and compensated X for this, which feels fair. And it has explained that it wasn't responsible for the renewal documentation that X received as that was a matter for the broker.

I note that X has also raised additional points while this complaint has been with this Service. But as our Investigator has explained he would have to advance these with West Bay in the first instance so I can't comment on these here.

Given the various failings and issues identified I can understand X's concerns and frustrations. But I think West Bay have acted fairly in the way it has looked to put things right. It is happy to consider any further evidence X can provide in support of the additional damage he feels was caused and to inspect his vehicle. And it has offered £350 by way of compensation for the various failings identified which feels fair.

My final decision

It follows, for the reasons given above, that I think West Bay Insurance Plc's steps to put things right feels fair.

Under the rules of the Financial Ombudsman Service, I'm required to ask X to accept or reject my decision before 28 May 2024.

Colin Keegan
Ombudsman