

The complaint

Mr F complains about how West Bay Insurance Plc ("West Bay") dealt with a claim he made on his motor insurance policy following the theft of his motorbike.

What happened

Mr F has a comprehensive insurance policy for his motorbike with West Bay. It began in April 2022.

Mr F reported the incident in July 2022 after which West Bay asked him to complete an online report. Mr F completed the report and returned it in early August 2022.

West Bay chased Mr F for the online report until October 2022 despite already having received it. West Bay asked for further information such as images of the vehicle and purchase receipts which Mr F provided.

In November 2022 the engineer provided West Bay with a pre-incident value offer; but the offer wasn't relayed to Mr F until December 2022.

Mr F accepted the offer on 13 December 2022 but the payment wasn't raised for a further ten days. Mr F wasn't happy with the offer for his bike so West Bay reviewed the settlement again and increased the offer.

Mr F wasn't satisfied with the service he received from West Bay and so he complained.

West Bay accept the service provided to Mr F was below the expected standard and apologised for the delays and errors. It paid Mr F £300 in recognition of the distress and inconvenience caused.

Mr F wasn't happy with the response from West Bay so he referred his complaint to this service. One of our investigators looked into things for him. He said Mr F was liable for the premiums as per the terms of the policy so he was satisfied West Bay acted fairly in continuing to take payment for it, he agreed there had been delays in the handling of the claim and West Bay had accepted and apologised for that, and he said while there were long waiting times when Mr F called West Bay; this was something West Bay didn't have any control over so he couldn't reasonably hold it responsible for that. The investigator said he considered the errors that West Bay accept it was at fault for, and the compensation paid accurately reflects the distress and inconvenience caused. And so he wasn't upholding the complaint.

Mr F didn't agree. He said £300 wasn't a fair reflection of the distress and inconvenience caused. Mr F said he had to travel to help his mother some two hours away, that West Bay weren't set up to deal with the number of policies it had. Mr F said there should be repercussions for West Bay given the service it provided. Because Mr F didn't agree the complaint has come 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.

Having done so I must tell Mr F that I think the investigator reached a fair outcome. So, I'm not upholding his complaint in this matter. I'll explain why.

I can see this incident and its consequences have had a significant impact on Mr F. I've no doubt he's done all he can to provide West Bay with the information it requested and acted in good faith when reporting the incident to his insurer. I can understand why he thought his claim would be settled promptly.

West Bay accept the claim wasn't dealt with as it should have been. There were delays in requesting further information from Mr F, West Bay chased him for the online report that was already in its possession, there was a delay in relaying the valuation settlement to Mr F, and there was a delay in logging Mr F's complaint. West Bay accept the call waiting times were too long and said it had taken steps to try and deal with the length of the queues. West Bay apologised for the delays and paid Mr F compensation to reflect the distress and inconvenience caused. And I think this is fair.

I acknowledge Mr F's concerns that the compensation doesn't cover the level of distress and inconvenience. However, I can only consider the issues raised in Mr F's initial complaint to West Bay, and I can't see that Mr F previously made West Bay aware of the additional travel time to help his mother. So it wouldn't be fair for me to comment on that now.

Mr F said there should be repercussions for West Bay given the level of service it provided – but our role isn't to punish the business. We can award fair compensation that's an appropriate reflection of the impact a business's actions have had on its customer.

So, having considered the evidence provided I'm persuaded that, on the whole, West Bay acted fairly and reasonably in its handling of the claim. Where it didn't it apologised and paid Mr F £300 in compensation. I think this is fair and reasonable in the circumstances, and in line with what I would have suggested had an offer not already been made. Further information about how we consider awards for distress and inconvenience can be found on our website.

I recognise Mr F feels strongly about this and he will be disappointed with my decision. But based on everything I've seen I think West Bay has done enough to put things right here.

My final decision

For the reasons I've explained above I'm not upholding Mr F's complaint about West Bay Insurance Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 29 May 2024.

Kiran Clair
Ombudsman