

The complaint

Miss C complains about how West Bay Insurance PLC handled a claim made on her motor insurance policy.

What happened

Miss C took out a policy with West Bay through a broker. When she was involved in an accident, the other driver admitted liability and she reported this to her broker. She was then referred to an accident management company (AMC) which initially arranged for an estimate for repairs to her car. She then brought her claim to West Bay. Miss C was unhappy with the service she received from the broker, the AMC and West Bay. She said there had been poor communication, misinformation and delays in getting her car repaired.

Miss C said West Bay hadn't responded to her emails, hadn't communicated with her throughout the claim, and hadn't made it clear whether it would repair or write off her car. West Bay agreed that it had sent Miss C emails to an incorrect address, and it offered her £75 compensation for this. But Miss C remained unhappy.

Our Investigator didn't recommend that the complaint should be upheld. She explained that she was looking at Miss C's concerns about West Bay only as the broker and the AMC were separate businesses.

She thought West Bay hadn't said Miss C's car was a total loss, and it had authorised repairs by her garage. She thought West Bay had been very clear in its communication with Miss C. But she thought it hadn't initially updated her about her claim because it held an incorrect email address. And she thought its offer of compensation for this was fair and reasonable.

Miss C replied asking for an Ombudsman's review, so her complaint has come to me for a final decision. She explained that the broker hadn't offered her support and the AMC refused to repair her car. And she wanted her complaint addressed. Miss C thought West Bay should have tried other methods to contact her if the email address was wrong.

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.

I can understand that dealing with this claim has been a frustrating and stressful experience for Miss C. West Bay has told us that her car has been repaired, and the other driver's insurer has now reimbursed its outlay, so the claim has been closed as non-fault.

In her complaint form sent to our service, Miss C has complained about three separate businesses. As our Investigator has explained, I can only consider here Miss C's complaint about West Bay as the businesses are separate and West Bay isn't responsible for the actions of the AMC or the broker.

Miss C has provided us with the responses to her complaints from the AMC and West Bay. But I can't see that she has complained to her broker directly. If she is still unhappy with its level of service, then she should complain to it and, if she is unhappy with its response, then she can always bring her complaint to us.

Miss C's concerns about West Bay, her policy's underwriter, were with its communication with her, not telling her whether her car was repairable or a write off, and that it had sent its emails to an incorrect address. And these are the concerns that I've considered here.

From what I can understand, Miss C notified her broker of the incident after another driver had reversed into her car causing damage, and it referred her to the AMC to deal with the claim. The other driver's insurer then contacted West Bay admitting liability and offering to settle the claim as a total loss. West Bay then contacted Miss C asking for details of the incident.

Following the AMC's instructions, a non-approved garage made an estimate of the cost of repairs. The broker told Miss C that the AMC thought this made the car a total loss and recommended that Miss C should claim through West Bay. So Miss C brought her claim to West Bay about three weeks after the incident. The repairs estimate was provided to West Bay and its engineers thought the labour rates were too high. So it thought that if these were reduced, then the car would be repairable.

Miss C then emailed West Bay asking:

"Please can I just clarify that my car is NOT a total loss Category N which the report from [the non-approved repairer], which you have a copy of indicated it was."

West Bay then emailed Miss C in response stating:

"The engineer does feel that if we used an approved repairer the car could be repaired rather than a total loss".

Miss C didn't want to use West Bay's approved repairer. So it asked her to provide an estimate from her chosen garage for its engineers to review. West Bay then told Miss C:

"When they review it they will be able to confirm whether the vehicle is repairable or not.

If it is repairable we will not put a Category against the vehicle.

You can use your chosen repairer but we would like to make you aware that we won't provide, or pay for, a courtesy car and we can't guarantee the repairs."

And so West Bay authorised repairs to be made at the non-approved garage that had lower labour rates. And these were then arranged and completed.

I can see that Miss C had also called West Bay to ask it to confirm that her car wasn't a total loss. But I haven't seen any evidence to show that West Bay told Miss C that her car was a write off. All it said was that it needed to confirm whether or not it was repairable. And I think that was fair and reasonable. So I can't say that West Bay misinformed Miss C.

Miss C was unhappy that West Bay didn't respond to her emails promptly. But I think West Bay explained that it had target response times, and it had responded within this timeframe. I can understand that Miss C wanted to know what was happening, and it was frustrating having to wait for a response. But I can't say that West Bay made a mistake here.

West Bay has agreed that it incorrectly recorded Miss C's email address when she first lodged her claim. And I can see that the email address it recorded is different to the one Miss C used to contact us.

This meant that Miss C didn't receive three emails at the start of the claim giving her updates. But West Bay wasn't aware of this at the time. I can also see that West Bay tried to call Miss C, but there was no response. West Bay paid Miss C £75 compensation for the trouble and upset this caused her. And I think that's fair and reasonable as it's in keeping with our published guidance for the impact caused by such an error. I don't require West Bay to do anything further.

My final decision

For the reasons given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 3 February 2025.

Phillip Berechree
Ombudsman