

## **The complaint**

Mr and Mrs B complain about West Bay Insurance Plc's ("West Bay") handling of their claim, which resulted in delays due to lost evidence and poor communication, under Mrs B's motor insurance policy.

I'll refer to Mrs B in my decision.

## **What happened**

Mrs B was involved in an accident when driving in February 2023. She made a claim to West Bay and accepted the settlement offer it made. However, no payment was received. In May Mrs B says West Bay asked her to provide photos and other information relating to the accident. This had been sent previously but was lost by West Bay. Another settlement offer was received on 12 May. Mrs B says she'd already accepted twice by this point.

In June Mrs B says West Bay told her the third-party was denying involvement. She says this is because it was using the wrong registration for the vehicle involved. Mrs B wasn't told when a payment would be provided. She says she only knew about this when the hire car company asked for its car back. This meant buying a replacement car quickly over a weekend or she would've been without transport.

In its final complaint response West Bay says Mrs B was initially dealing with a claims management company (CMC). But the claim was referred to its team in March 2023. It acknowledges a delay in arranging this. Also, a further delay when it pursued the wrong driver. West Bay says it can't see that it had lost evidence. But it does accept its communication wasn't of a good standard. It paid £200 compensation and added 8% interest to the settlement amount, which came to an extra £110.05.

Mrs B didn't think West Bay had paid enough for the stress it had caused. So, she referred the matter to our service. Our investigator upheld her complaint. She says West Bay ought to pay a total of £350 for the distress and inconvenience it caused. But she thought the interest it had added was fair.

West Bay didn't respond to our investigator. So, the complaint has been passed 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'm upholding this complaint. Let me explain.

We expect West Bay to deal with claims effectively and fairly. I've considered whether it did so in Mrs B's case.

We asked West Bay for information to show how it dealt with Mrs B's claim. It hasn't

provided any information to date, despite being sent reminders. So, my consideration is based on the testimony and information Mrs B provided. This includes the final complaint response she received from West Bay. I've referred to this to understand its view on the matter.

The accident occurred on 11 February 2023. After the initial handling by the CMC, the claim was referred to West Bay on 24 March. Mrs B says she was offered a settlement payment early in proceedings. This means West Bay had categorised her car as a total loss. I can see that Mrs B's policy pays the market value of her car in the event of a total loss. Based on this, West Bay dealt with the matter as I would expect. Mrs B hasn't complained about the settlement value. So, I won't consider that here. But I note she isn't satisfied with the amount West Bay paid in compensation.

In its complaint response West Bay accepts its administration of the claim took too long. This is when it took over from the CMC. It's fair that it acknowledged this and offered Mrs B an apology.

I don't have its claim records to review what happened. But West Bay concedes it was at fault when incorrect information for the third-party driver was recorded. This meant it pursued the wrong driver when attempting to recover its claim costs. This clearly caused a delay. At the time of the complaint response the recovery was still outstanding. The outcome of this is that the claim will remain open until the cost of the claim is recouped. This could have had an impact when Mrs B came to renew her insurance. But she hasn't told us of any issues in this regard and I note her policy wasn't due to renew until August 2023. So, any impact will have occurred after she received West Bay's final complaint response. My decision will consider the period up to 5 July 2023, which is date of this response. I can't see that Mrs B has suffered a financial loss as a result of the delayed claim recovery. But she was inconvenienced by its poor claim handling. I'll consider this when deciding if its compensation payment was fair.

Mrs B maintains that she sent photos and dashcam footage to West Bay. But because it lost this information she had to provide it again later in the claim. I have no reason to doubt what Mrs B says. West Bay refutes this in its complaint response. But it hasn't provided a file to support what it says.

I acknowledge what Mrs B says about poor communication relating to the settlement payment and recovery of the claim costs. A lack of communication also meant she had little time to buy a replacement car. From what I've read it wasn't clear when West Bay was going to pay Mrs B to settle her claim. I've no reason to disbelieve what she says about accepting its offer on more than one occasion without response. Based on this I accept West Bay's poor communication left Mrs B with little time to arrange a replacement car, causing her inconvenience and some distress.

West Bay paid 8% simple interest on Mrs B's settlement payment. This was from the date the claim was referred to West Bay until it was paid. I think this was fair. If it hadn't done this I would've instructed the business to do so.

I've thought about Mrs B's comments that the accident was stressful enough, without having to deal with poor communication and delays caused by West Bay and its agents. I can understand that this was a stressful time. We expect insurers to handle claims effectively to avoid unnecessary disruption and the inconvenience and distress this causes. From the limited information I have available, I think it's clear West Bay didn't handle Mrs B's claim effectively.

Mrs B's claim took just under seven weeks to pay out. This should've happened far sooner. I note the recovery aspect was still ongoing. But having considered the circumstances I agree with our investigator that a higher compensation payment is warranted. I think £350, in total, is fair.

### **My final decision**

My final decision is that I uphold this complaint. West Insurance Plc should:

- pay Mrs B £350 compensation, in total, for the distress and inconvenience it caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B and Mr B to accept or reject my decision before 17 April 2025.

Mike Waldron  
**Ombudsman**