

The complaint

Mr W complains that West Bay Insurance Plc mishandled his claim on a commercial vehicle insurance policy.

What happened

The subject matter of the insurance, the claim and the complaint is a van, first registered in 2016.

Mr W acquired the van in 2022 for work as a courier.

For the year from mid-August 2023, Mr W used a broker to get insurance for the van. He had a comprehensive policy under which West Bay was the insurance company that was responsible for dealing with any claim. Any claim for damage (except a glass claim) was subject to an excess of £750.00 (or £500.00 if reported within 24 hours).

Unfortunately, on about 1 July 2024, an accident involving a third party damaged the rear of the van.

By about 16 July 2024, Mr W had asked West Bay to repair the van. West Bay told Mr W that if it repaired the van, he would have to pay the excess.

As Mr W didn't think the accident was his fault, he didn't think he should have to pay the excess. He asked whether West Bay could defer repairs until it had been established that the third party was liable. West Bay said it couldn't do that.

On about 12 August 2024, West Bay closed the claim. Mr W complained to West Bay that it wasn't treating him fairly.

By a final response dated 6 September 2024, West Bay turned down the complaint. Mr W asked us to investigate.

Our investigator didn't recommend that the complaint should be upheld. She didn't think that West Bay had treated Mr W unfairly.

Mr W told us that he had also complained to the broker but hadn't got a reply, so he'd brought that complaint to us. Our investigator said we would deal separately with that complaint.

Mr W disagreed with the investigator's opinion. He asked for an ombudsman to review the complaint. He says, in summary, that:

- The van was stationary and he was in the back of it. The third party was using their mobile phone and drove into the van. He was injured. His vehicle was badly damaged.
- The third party didn't leave any full details.

- He did make contact with the insurance company before the 24-hour period.
- He said he would pay £500.00 excess not £750.00.
- The insurance company and the broker gave him a very bad service.
- As it is a non-fault accident, he shouldn't have to pay any excess.

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.

The Financial Ombudsman Service is bound by the Financial Conduct Authority's dispute resolution rules. One of the rules is that, before we can investigate a complaint, the consumer must first have made that complaint to the regulated firm and waited for up to eight weeks for a final response.

It sometimes happens that a consumer makes a complaint to the firm, receives a final response, and brings the complaint to us, but adding an additional complaint. In such circumstances, the rules mean that we can investigate the initial complaint, but we would have to deal separately with the additional complaint.

I haven't seen enough evidence that Mr W's complaint to West Bay included (at the time of the final response dated 6 September 2024) a complaint about increased premiums. So I consider that our investigator was correct to say that we would have to deal separately with that additional complaint. I make no findings on that complaint in this final decision.

From what I've seen, Mr W used the broker not only to get the policy with West Bay but also to get legal expenses insurance with another insurance company. That covered legal expenses including for claims for personal injury or for recovery of uninsured losses such as a policy excess. The other insurance company – not West Bay – was responsible for dealing with claims for legal expenses.

The accident was, in my view, bound to cause Mr W distress and inconvenience.

Mr W reported the accident to the broker. I'm not satisfied that Mr W or the broker reported the accident to West Bay within 24 hours. So I consider that the excess was £750.00.

The broker put him in touch with an accident management company and solicitors. From what Mr W has said, the accident management company provided him with a temporary vehicle.

I've seen that the solicitors said they were no longer pursuing a claim for personal injury. Also, Mr W has said that the accident management company no longer provided a temporary vehicle. However, I don't hold West Bay responsible for the acts or omissions of the broker, accident management company or solicitors.

I'm not persuaded that Mr W offered to pay £500.00 excess. Rather, he said that he shouldn't have to pay the excess because the accident wasn't his fault. I don't agree with that. Mr W had to pay the excess under the terms of the policy with West Bay, if it did repairs.

Mr W had to pay the excess whether he or the third party was responsible for the accident. The excess would be an uninsured loss that Mr W could pursue the third party to reimburse.

Mr W asked West Bay to delay repairs until the third party had accepted liability. West Bay told Mr W it couldn't keep the claim open until liability was determined. As it can take months or years to establish liability, I don't consider that West Bay treated Mr W unfairly or unreasonably.

West Bay asked Mr W if he wanted to continue with the claim. On about 2 August 2024, West Bay told Mr W it would close the claim if it didn't hear back from him. Mr W didn't respond.

Mr W was reluctant to pursue a claim under the policy and to pay the excess until the third party accepted liability. And he didn't respond to West Bay. So I don't find that West Bay treated Mr W unfairly by closing the claim.

West Bay didn't make an outlay on repairs. So it couldn't ask the third party or their insurers to reimburse such outlay.

In conclusion, I don't doubt that Mr W has experienced extra distress and inconvenience at an already difficult time for him. However, I haven't found that West Bay did anything wrong in the way it dealt with Mr W's claim under the policy.

My final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct West Bay Insurance Plc to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 23 April 2025.

Christopher Gilbert
Ombudsman