

## **The complaint**

JBT Equine Transport Limited (“J”) complain about West Bay Insurance Plc (“WBI”) and the service it received following a claim made on its commercial vehicle insurance policy.

The director of J, Miss J, has acted as the main representative during the claim and complaint process. So, my decision will address Miss J directly, where appropriate, throughout the decision.

## **What happened**

The claim and complaint circumstances are well known to both parties. So, I don’t intend to list them chronologically in detail. But to summarise, J’s vehicle was involved in a road traffic accident in May 2023. So, Miss J contacted WBI, the underwriter of its commercial vehicle insurance policy, to make a claim.

But Miss J was unhappy with the length of time it took WBI to reach a claim decision and issue an interim payment. And she was unhappy with the overall service provided during that time. So, she raised a complaint about this. Miss J also raised a complaint about the valuation placed on the vehicle after it was deemed a total loss, but this complaint has been considered separately by this service under a separate reference.

WBI responded to Miss J’s complaint and upheld it. WBI accepted there had been avoidable delays during the claim process, totalling 52 days. And that their communication could have been more proactive. So, they offered Miss J £450 compensation for the inconvenience this caused. And they offered to consider Miss J’s financial losses that arose due to these delays, subject to satisfactory evidence being supplied. Miss J remained unhappy with this response, so she referred her complaint to us.

Our investigator looked into the complaint and upheld it. Both parties have had sight of our investigators view and so, I won’t be repeating it again in detail. But to summarise, our investigator felt there were around 12 weeks’ worth of avoidable delays, rather than the 52 days WBI accepted. So, they thought the claim should have been settled 12 weeks earlier than it was and they recommended WBI compensate J for these losses, paying J the difference in profit over this period from the same period the year before, subject to satisfactory evidence being provided. And they recommended 8% simple interest be paid on this amount, and the claim settlement paid on 11 March 2024, to recognise the time J was without access to these funds unfairly. Our investigator also set out why they thought the £450 compensation already offered fairly compensated J for the inconvenience it had suffered.

WBI accepted this recommendation. But Miss J didn’t. She explained why she thought there were further delays that hadn’t been accounted for, namely delays after she sent estimates to WBI in August 2023. And she explained she had incurred storage charges of £50 a week since the start of the claim which she wanted WBI to cover.

Our investigator considered these points, and the additional information Miss J provided. But it didn’t change their outcome. And they set out why they didn’t think WBI were obliged to

cover Miss J's storage costs, based on the information provided to her at the start of the claim and her refusal to allow WBI to collect her vehicle throughout the claim journey.

Miss J didn't respond to this outcome and so, we must assume Miss J didn't agree. Because of this, the complaint has been passed to me for a decision.

### **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 the complaint for broadly the same reasons as the investigator. I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome.

Before I explain why I've reached my decision, I think it would be useful for me to set out what I've considered, and how. I note Miss J has brought the complaint on behalf of J, in her role as director. And I appreciate the distress and emotional impact this claim would have had on her directly. But as J are the insured entity as the limited company, any award or direction I make can only be made to J. And in line with our services approach, we don't deem it possible for a limited company such as J to be caused distress. So, this isn't something I've been able to consider. Instead, I've thought about the financial impact to J, and any inconvenience or damage to reputation it's been caused.

I also note Miss J raised concerns about the delays in WBI responding to her complaint. But complaints handling is an unregulated activity and outside of our services jurisdiction to consider. So, this hasn't been considered within my decision.

And in response to our investigator's initial outcome, Miss J raised concerns about the storage charges J has incurred when storing the van for the duration of the claim. I've not seen these charges were raised with WBI. But considering the complaint Miss J has raised on behalf of J relates directly to the financial impact the delays during the claim have caused, this is something I've considered in line with our services inquisitorial remit as I'm satisfied it's intrinsically linked to the initial complaint raised with WBI.

Finally, I'm aware a large part of Miss J's concerns centred around the valuation placed on her vehicle. While this has already been made clear, I wanted to reiterate that this issue was handled by our service separately, under a different reference and so, I won't be commenting on this within this decision.

I recognise that WBI accepted our investigator's initial view that there were 12 weeks' worth of delays, rather than the 52 days WBI initially stated. As this has been accepted, I've used this as the starting point for my own decision.

Having reviewed all the evidence and information available to me alongside this, I'm satisfied that there were around 12 weeks' worth of avoidable delays that WBI were responsible for, and I'll explain why.

In line with our services informal approach, I don't intend to set out every single days' worth of delay noted during the claim process. But having reviewed the timeline of the claim, I'm satisfied there were avoidable delays that WBI were responsible for at the beginning of the claim process caused by WBI's agent that were instructed to collect and assess the vehicle, who I'll refer to as "C".

And, that WBI failed to act proactively once Miss J's estimates were received by them in October 2023, with no review being undertaken until December 2023. Further to this, when WBI were in receipt of Miss J's evidence to dispute the valuation originally placed in January 2024, there were then delays in making an interim payment to Miss J, with WBI initially explaining this couldn't be paid until the vehicle was collected, which turned out not to be the case.

But I'm also satisfied there were delays caused through no fault of WBI's. Although I recognise Miss J states she provided estimates for WBI to consider in August 2023, I've seen no evidence to show that these were sent or received. And so, this led to a significant delay in the claim progression through the summer of 2023. And further to this, I do think there were difficulties created by Miss J's dispute of the valuation and her refusal to allow C to collect her vehicle, on behalf of WBI, so it could be assessed. Because of this, C were left in a position of needing to assess the vehicle on images alone and I'm satisfied there were delays in C receiving all the images they required from Miss J to make this possible.

When all the above is considered, I'm satisfied there were around 12 weeks' worth of avoidable delays that WBI, or their agents, were responsible for. And that during this time, their communication with Miss J could have been more proactive, although I do also note that there were times where they tried to contact Miss J and were unable to reach her. So, I'm satisfied WBI acted unfairly regarding these issues, and I will return to them when explaining what I am directing WBI to do to put things right.

I've then turned to Miss J's concerns around the storage charges J have incurred retaining her vehicle. And as there were delays during the claim process, I can understand why Miss J would feel some of these charges were incurred unfairly.

But crucially, I've seen in WBI's correspondence sent to Miss J on 28 and 31 May 2023, they make it reasonably clear that they could collect the vehicle to mitigate her costs and store the vehicle without a cost to J. And, that if J did incur storage costs directly, these wouldn't be costs WBI would cover.

Further to this, throughout the claim journey WBI, through C, made repeated requests and attempts to collect the vehicle. But Miss J refused this, due to her dispute over the vehicle valuation and her wish initially for it to be retained and repaired. So, I'm unable to say the costs J incurred for the storage of the vehicle were caused by an error WBI made. And I won't be directing them to cover these costs, as I'm satisfied they were costs incurred by J that could have been avoided had collection of the vehicle been allowed.

I've then turned to what I think WBI should do to put things right to adequately address the service failures I've outlined above.

### **Putting things right**

When thinking about what WBI should do to put things right, any award or direction I make is intended to place J back in the position it would have been in, had WBI acted fairly in the first place.

In this situation, had WBI acted fairly, and more proactively, I'm satisfied the claim would have, and should have, been settled with an interim payment being made 12 weeks earlier than it should have. This doesn't take into account Miss J's dispute on the valuation, which was her own choice to pursue.

In this situation, WBI made an interim payment on the basis J was retaining the vehicle on 11 March 2024. But with the 12 weeks of avoidable delays considered, the claim should have been settled with payment being issued on 18 December 2023. Had this payment been raised earlier, I'm satisfied the inconvenience caused to J and its business would have reduced. So, to recognise this, I'm directing WBI to compare the profit made in this period to the profit made in the same period from the year before and pay J the difference. And 8% simple interest should be paid on this amount, from the date the money would have been earned to the date of settlement. I must be clear that the above is subject to Miss J providing WBI with satisfactory evidence of these losses.

And had WBI settled the claim sooner, J would have received the interim settlement earlier and had access to these funds. So, I'm directing WBI to pay J 8% simple interest on the interim payment, from the 18 December 2023 to the date of settlement on 11 March 2024.

Finally, I note WBI offered to pay J £450 compensation for the inconvenience caused by their delays, and lack of communication. Having considered this offer, I'm satisfied it's a fair one that falls in line with our services approach and what I would have directed, had it not already been put forward.

I'm satisfied it's significant enough to fairly reflect the inconvenience caused to J's ability to trade throughout the avoidable delays and the potential damage to its reputation that this may have caused.

But I'm satisfied it also fairly reflects that in any claim of this nature, there is likely to be a level of inconvenience and disruption caused through no fault of WBI's. And that throughout the claim there were times where WBI were prevented from progressing the claim while they were awaiting information from J or were needing to navigate the issue regarding the collection of the vehicle that resulted from Miss J's own decision not to release it and dispute the valuation WBI proposed. So, this is payment I'm now directing WBI to make, as it's my understanding that it wasn't cashed by J initially.

### **My final decision**

For the reasons outlined above, I uphold J's complaint about West Bay Insurance Plc and I direct them to take the following action:

- Subject to receipt of satisfactory evidence, pay J to difference in profit between 18 December 2023 to 11 March 2024 from the same period the previous year, plus 8% simple interest from the date this profit would have been earned, to the date of settlement.
- Pay J 8% simple interest of the interim payment amount made on 11 March 2024, calculated from 18 December 2023 to 11 March 2024; and
- Pay J £450 compensation to recognise the inconvenience it was caused, if this has not already been received and cashed by J.

Under the rules of the Financial Ombudsman Service, I'm required to ask J to accept or reject my decision before 14 July 2025.

Josh Haskey  
**Ombudsman**