

The complaint

Mr B complains about how West Bay Insurance Plc (“West Bay”) dealt with a claim he made on his commercial vehicle insurance policy, after a third party hit his van.

What happened

Mr B has commercial vehicle insurance with West Bay for his van which he uses for work.

In February 2023 a third party crashed into his van. The police arrested the driver at the scene and provided him with a crime reference number. Mr B reported the incident to his insurer.

West Bay accepted the claim and arranged for his van to be repaired. Mr B says his policy allows for him to have use of a courtesy vehicle while his was being repaired, but the garage didn’t provide one.

Mr B says he was told his van was ready for collection and then told at the last minute the repair had been delayed. He says this happened on a number of occasions before he finally received his van back.

Mr B was provided with a courtesy vehicle but only for around two weeks. He says he wasn’t kept updated with the claim or the repairs, so he had to make numerous calls to try and get through to the right department.

As a result of the incident Mr B has a fault claim recorded despite the police confirming the incident. He says West Bay failed to obtain the necessary documentation from the police to complete to ensure the matter wasn’t recorded as fault.

Mr B says his premium increased significantly as a result of the accident. This also impacted the cost of his insurance on his other vehicles. Mr B was paying for his lease and insurance while the van was being repaired but he was unable to work. He says his mental health was impacted by the whole matter. And so, Mr B complained to West Bay.

West Bay accepted it didn’t obtain the collision report as quickly as it should have. It received an email from the Police in August 2023 explaining how to obtain the report but didn’t take any action to obtain the report at that time. The report was eventually received in June 2024 and, following a review, Mr B’s claim was closed on a non-fault basis with the no claims bonus (NCB) being allowed, despite West Bay not being able to recover its costs. West Bay also accepted it should have done more to ensure Mr B was provided with meaningful updates.

Mr B’s complaint was upheld and West Bay awarded him £600 by way of an apology for the poor service and inconvenience caused. Mr B didn’t agree with the level of compensation offered so he referred the complaint to this Service.

One of our Investigators looked at the evidence and concluded that although there had been a failure in service in respect of obtaining the police report, and poor communication in

respect of meaningful updates, West Bay had paid Mr B £600 to reflect these failings in service, and they thought the offer was fair and reasonable in the circumstances. Mr B also complained about the premium increase but didn't provide enough evidence for the Investigator to recommend West Bay reimburse those costs.

Mr B didn't agree and so 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.

Mr B had three final response letters from West Bay in respect of his complaint about the handling of his claim; dated 5 May 2023, 16 August 2023, and 11 July 2024. The Investigator concluded the first two of the three complaints weren't referred to us within the relevant timescales, so we aren't able to look at those. And I agree. Mr B referred his complaint response dated 11 July 2024 to this service within six months of him receiving it. And so, my decision covers the issues dealt with in the final response dated 11 July 2024 only.

Communication and delays

For the period between August 2023 and July 2024 West Bay accepts the communication about the claim could have been better and Mr B wasn't provided with regular, relevant, updates. I can see Mr B had to chase West Bay on a number of occasions in order to understand what was happening with his claim. West Bay accepts the call waiting times were too long and say there was an increased demand for its service during that time. West Bay apologised for the communication and delays, and paid Mr B compensation to reflect the distress and inconvenience caused. And I think that's fair.

I acknowledge Mr B's concerns that the compensation doesn't cover the level of distress and inconvenience. But, having considered the evidence, 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 awarded compensation. So, I won't recommend it takes any further action in respect of the complaint.

Policy premium

West Bay ultimately closed Mr B's claim on a non-fault basis with the NCB allowed. This means Mr B can approach the insurer he's used after West Bay, and request they recalculate his premium based on the claim being non-fault.

I can see our Investigator requested full policy documents for each of Mr B's vehicles for both years 2023 and 2024 in order that they could consider any premium increase. I can't see this evidence was provided and, in the absence of that information, I'm not able to compel West Bay to take any action in respect of this.

I acknowledge Mr B's concerns that the compensation doesn't cover the level of distress and inconvenience. But, having considered the evidence, 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 B £600 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.

I recognise Mr B 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.

My final decision

For the reasons explained I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 26 September 2025.

Kiran Clair
Ombudsman