

## **The complaint**

Mr H complains about the way West Bay Insurance Plc (West Bay) handled claims he made under his motor insurance policy.

For clarity, in this decision, any reference to West Bay also includes any agents acting on West Bay's behalf.

## **What happened**

Mr H held a motor insurance policy which was underwritten by West Bay. In June 2022 Mr H was unfortunately involved in an accident involving a third-party vehicle and so reported a claim under his policy. He later raised a complaint with West Bay as he was unhappy with the way his claim was handled, and that further damage had been caused to his vehicle by West Bay's agent.

On 10 March 2023 West Bay issued Mr H with a final response to his complaint. It acknowledged it had caused delays and paid Mr H £300 compensation. It also said it had passed the complaint about the damage to his vehicle to its agent and Mr H could raise a new complaint if he was unhappy with the response. Mr H referred his complaint to this Service. One of our Investigators looked into things and said he thought West Bay had fairly dealt with Mr H's complaint.

Later in March 2023 Mr H reported a further claim under his motor insurance policy after an unknown third-party caused damage to his vehicle.

Mr H raised a further complaint with West Bay. He raised a number of issues, but this included his vehicle being returned with damage, and loss of a pouch containing his vehicle documents following the June 2022 claim. He was also unhappy with the way his March 2023 claim had been handled, and that his renewal documentation showed the incorrect cost of both claims.

In July 2023 West Bay issued Mr H with another final response to his complaint. The response was detailed but in summary it said:

- If Mr H could provide it with evidence of the damage he says was caused to his vehicle it could review this, or alternatively it could arrange an inspection of his vehicle.
- It had incorrectly recorded the cost of one of the claims on the Claims and Underwriting Exchange (CUE) and had told the broker the wrong claim cost for his other claim. It had now corrected these errors.
- The level of service it had provided Mr H had fallen below expectations and so it was offering him £350 compensation.

Mr H referred his complaint to this Service. An ombudsman issued a final decision about that complaint, but didn't require West Bay to take any further action. This complaint is about the

issues which occurred following that final decision.

Mr H raised a further complaint with West Bay as he said he wasn't provided with a courtesy vehicle whilst his vehicle was being repaired. He said his policy entitled him to £200 per claim as a result.

On 19 August 2024 West Bay issued Mr H with another final response to his complaint. It said the policy would pay Mr H if it was unable to provide him with a courtesy car. But that during the first claim Mr H had said he was being provided a hire vehicle through a third-party, and during the second claim he told West Bays repairer he wouldn't require a courtesy vehicle. So, it didn't uphold Mr H's complaint.

Mr H raised another complaint with West Bay and on 29 November 2024 it issued him with another final response. It apologised for difficulties Mr H had experienced trying to arrange an inspection of his vehicle. It paid Mr H £75 compensation and reimbursed the invoice Mr H had provided to replace broken bumper end caps.

Mr H raised a further complaint and on 7 February 2025 West Bay issued him with another final response. It said it wouldn't be commenting on the issues previously considered by this Service. It said it had failed to address Mr H's request for a wheelchair accessible vehicle in August 2022, and whilst Mr H's policy only entitled him to a small hatchback vehicle, it should have responded to his request. So, it paid Mr H £100 compensation.

On 1 April 2025 West Bay issued a further final response to Mr H. It said when logging Mr H's first complaint it had incorrectly recorded his address, but it was aware he still received the letters it sent about this complaint. It said it didn't believe Mr H had raised any further issues which hadn't been responded to previously. Mr H referred his complaints to this Service.

Our Investigator looked into things. She said she thought some of the issues Mr H had raised had already been considered by this Service and so she was unable to consider this again. She said she didn't think West Bay had treated Mr H unfairly in relation to a courtesy vehicle and the £100 compensation it had paid was reasonable in the circumstances.

Mr H didn't agree with our Investigator. He provided a detailed response but in summary he said:

- He was told by West Bay's agent in November 2024 that his policy had been incorrectly administered from the outset in relation to his disability status.
- The policy states if West Bay are unable to provide a suitable vehicle, it will pay £200 for alternative travel. And whilst he received three different versions of the policy, he has insured a wheelchair accessible vehicle, and so this is what would be considered a suitable vehicle.
- He wasn't provided with a hire vehicle through a third-party for his June 2022 claim.
- The issue relating to how CUE and his no claims bonus has been recorded following this Service's previous final decision is outstanding.
- The pouch and his vehicle documents remain missing.

As a resolution couldn't be reached, the complaint has been passed to me to decide.

**What I can consider**

Mr H has said there are three outstanding issues in relation to the complaints he has raised with West Bay; the provision of a courtesy vehicle during repairs, the way his claims have been recorded on CUE, and his missing vehicle documentation.

Mr H has raised a number of complaints with West Bay which he subsequently referred to this Service. As part of this decision, I'm unable to comment on any issues which have been considered by this Service already.

I acknowledge Mr H has said the pouch and his vehicle documentation remain missing. However, I can see West Bay responded to Mr H's complaint about this in its final response in July 2023 and this was considered as part of a previous decision issued by this Service. So, I won't be commenting on this issue as part of this decision.

Similarly, West Bay also responded to Mr H's complaint about the way his claims had been recorded on CUE in its final response in July 2023. Again, this was taken into consideration as part of the previous decision issued by this Service and the ombudsman didn't require West Bay to take any further action in relation to this. So, I won't be commenting on this issue as part of this decision.

Mr H has said under the terms of his policy he is entitled to £200 per claim due to not being provided with a suitable vehicle whilst his was being repaired. This hasn't been considered by this Service previously, and so I can consider this as part of this decision.

However, this Service has previously considered complaints about the way in which Mr H's claims were handled by West Bay. So, whilst I can consider whether Mr H is entitled to receive a benefit under the terms of the policy, I won't be able to consider the overall way his claims were handled.

I acknowledge Mr H has said he was told by West Bay's agent in November 2024 that that his policy had been incorrectly administered from the outset. And this only came to light after this Service had considered his previous complaints. However, regardless of this, I won't be commenting on any issues this Service has previously considered.

### **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 want to acknowledge I've summarised Mr H's complaint in much less detail than he's presented it. I've not commented on every point he has raised. Instead, I've focused on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Mr H and West Bay I've read and considered everything that's been provided.

Mr H has said the terms of his policy entitle him to receive £200 per claim as it didn't provide him with a suitable vehicle whilst his vehicle was repaired.

The terms of Mr H's policy explain he will be provided with a courtesy car for the duration of repairs if he chooses his vehicle to be repaired by one of West Bay's approved repairers. The terms explain this will typically be a small hatchback with a one litre petrol or diesel engine. They go on to state:

#### ***'Conditions***

*6. If we are unable to provide you with a suitable car, we will pay your alternative*

*travel costs up to a maximum of £200 to cover the period up to completion of repairs or when a decision is reached to settle your claim.'*

I acknowledge Mr H has insured a wheelchair accessible vehicle, and so this is what he would consider to be a 'suitable' vehicle. However, I've taken into consideration the terms of the policy as a whole. I think the terms are clear that if a courtesy car is provided, it will typically be a small hatchback provided by West Bay's approved repairer. And so, in this context I'm satisfied the terms provide cover for £200 toward alternative travel costs if West Bay are unable to provide a courtesy car, typically a small hatchback, from its approved repairer. I'm not persuaded this benefit extends to situations in which West Bay can provide a small hatchback, but the insured doesn't consider this to be suitable for their needs.

I acknowledge Mr H disagrees with West Bay's conclusion that he told it he was receiving a hire vehicle through a third-party and so didn't have a courtesy car for the duration of his repairs. But in any event, based on the evidence provided, it appears a small hatchback, even if offered, wouldn't have met Mr H's needs given he required a wheelchair accessible vehicle. So, in the circumstances I don't think West Bay are required to pay Mr H alternative travel costs he may have incurred whilst his vehicle was being repaired.

I know Mr H has said he received three different statement of facts, each with a different description of his vehicle. However, I'm not persuaded this has had any impact on the terms of his policy, nor the courtesy vehicle he was entitled to receive. I'm satisfied the terms of Mr H's policy remained consistent throughout.

West Bay has acknowledged it failed to respond to Mr H's request for a wheelchair accessible vehicle. It has paid him £100 compensation and so I've considered whether I think this is reasonable to acknowledge the impact on Mr H.

Even had West Bay responded to Mr H's request, it wouldn't have provided him with a wheelchair accessible vehicle, as this isn't what his policy entitled him to receive. And as I've already explained, I don't think Mr H would have accepted a small hatchback courtesy car at this time. So, I think he would have always been in the same position he was in, even had West Bay responded. But I do think it would have been distressing for him to not have received a response to his request. Taking all of this into consideration I think the compensation of £100 West Bay has paid is reasonable in the circumstances.

I acknowledge this will be disappointing for Mr H, however for the reasons I've explained above, I think West Bay has fairly applied the terms of his policy, and has paid reasonable compensation for its error. So, I don't uphold his complaint.

### **My final decision**

For the reasons I've explained above, I don't uphold Mr H's complaint about West Bay Insurance Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 16 February 2026.

Andrew Clarke  
**Ombudsman**