

## **The complaint**

Mr K complains that West Bay Insurance Plc caused confusion about his claim on his motor insurance policy. He wants compensation for his trouble and upset.

## **What happened**

Mr K made a claim on his policy, and he said his broker was handling his claim. But West Bay's agent said it was handling the claim and it wanted to charge Mr K his policy excess. Mr K was unhappy with this. West Bay agreed that it had caused Mr K confusion and it offered him £100 compensation for the trouble and upset this caused. But Mr K remained unhappy. He was also unhappy that he was told to call a premium number and his data had been shared.

Our Investigator didn't recommend that the complaint should be upheld. He thought the policy excess should be paid if Mr K made a claim on his policy. He thought there had been confusion, but he thought West Bay's offer of compensation was fair and reasonable for the trouble and upset caused. He couldn't consider the data sharing concern as West Bay hadn't investigated this. He explained that it isn't our role to punish businesses.

Mr K replied that he thought it was unfair that he, as the innocent party, was asked to pay his policy excess. He thought West Bay should have better explained his options. Mr K thought £100 wasn't sufficient compensation.

## **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 can see that the problem arose after Mr K was involved in an accident that wasn't his fault. He arranged for the repairs to be dealt with by his broker. When West Bay was notified about the accident two weeks later, it wasn't told about this arrangement. And so it opened a claim and instructed repairs by a different approved repairer and hire company.

So Mr K was contacted by two repairers and asked to call the hire company when this wasn't necessary or wanted. West Bay also wrote to him asking him to pay his policy excess when he wasn't making a claim through his policy. I can understand that Mr K found this to be frustrating and he had to take time to sort this out.

When a business makes a mistake, as West Bay accepts it has done here, we expect it to restore the consumer's position, as far as it's able to do so. And we also consider the impact the error had on the consumer.

I can see that West Bay closed the claim and recorded it as for notification only with No Claims Discount (NCD) allowed. And Mr K wasn't required to pay his policy excess. So I think that restores Mr K's position to what it should have been without the errors.

Mr K also complained that he was asked to call a premium line number, and this cost him £9.00 and that his data was shared with other businesses. But I can't consider these points here as Mr K would first need to complain to West Bay and give it a chance to respond.

Mr K was unhappy that he had been asked to pay his policy excess when the accident wasn't his fault. But I'm satisfied that his policy's terms and conditions state that the policy excess is payable in the case of all claims. This is standard industry practice, and I can't say that this is unreasonable. The policy excess is an uninsured loss and West Bay explained that it could be recovered from the other driver's insurer. So I don't think it did anything wrong in this.

Mr K thought West Bay should also have explained his options. But West Bay isn't obliged to explain to Mr K the alternatives to claiming on his policy. If Mr K thought he was given insufficient information then he can always complain to West Bay about this.

Mr K thought we should punish West Bay for its errors. But that's not our role. Nor do we tell businesses what procedures they should have in place. We consider business's responses to consumers' complaints and whether they are fair and reasonable. It's also important that we're fair to both sides – so while Mr K may want us to fine or punish West Bay, that's not what we're here to do. Our role is to make an award that recognises the impact West Bay's mistake had on him.

West Bay paid Mr K £100 for the confusion caused by its claims teams not realising that his broker had already arranged repairs. This error caused Mr K some frustration and bother for a limited time. I'm satisfied that this compensation is fair and reasonable as it's in keeping with our published guidance. So I don't require West Bay to do anything further.

### **My final decision**

For the reasons given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 18 October 2023.

Phillip Berechree  
**Ombudsman**