

The complaint

Ms F complains about the way West Bay Insurance Plc has handled a claim under her motor insurance policy.

Any reference to West Bay includes the actions of its agents.

What happened

The circumstances of this complaint are well known to both parties, so I've summarised what's happened.

- In February 2023, Ms F reported to West Bay she'd been involved in a motor incident – though not with another vehicle.
- Shortly after, West Bay wrote to Ms F saying she'd accepted liability – which wasn't correct. Ms F says this mistake caused her worry and stress and she had to spend time rectifying it.
- West Bay corrected its position and said it had issued allegations to the other party with Ms F's version of events. It paid £50 compensation to recognise the upset its mistake had caused Ms F.
- In June, Ms F complained about how long her claim was taking and that she'd had to spend hours chasing for updates from West Bay to progress her claim.
- At the time of its final response in June, liability was still in dispute. West Bay explained this could take several months but that it was actively progressing the claim with the third-party and its insurer. It did, however, recognise its service had fallen short and so, paid a further £200 compensation.
- Ms F remained unhappy and so, brought a complaint to this Service. An Investigator considered it but didn't uphold it as he was satisfied the total compensation - £250 - fairly reflected the difficulties Ms F had experienced.
- Ms F disagreed and so, the complaint has been passed to me for an Ombudsman's 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 agree with the outcome our Investigator reached, and I'll explain why. For the avoidance of doubt, I am only considering events up until West Bay's final response dated 12 June 2023.
- It's not in dispute West Bay's service fell short at times. It's accepted its

communication could have been better and it's apologised for: its lack of reply to Ms F's emails; its failure to take down information correctly; causing avoidable confusion regarding witnesses.

- This, coupled with the fact it incorrectly said Ms F had accepted liability at the outset of the claim, understandably, caused her avoidable distress – and her strength of feeling in respect of all these issues is very clear.
- I don't doubt Ms F spent time chasing West Bay for updates to progress her claim, and that having to spend a long time on hold when doing so compounded her feelings of frustration with how things had been handled.
- In deciding if £250 is fair, I must balance the above with the fact West Bay did provide regular updates, though not as frequently as Ms F seemingly, wanted.
- Furthermore, there is likely to be a degree of inconvenience experienced by a policy holder even if everything happens as it should. That's not to minimise the impact West Bay's shortcomings have had on Ms F, but rather to highlight that I can't reasonably hold it responsible for inconvenience and worry which may reasonably be expected in circumstances like this.
- Ms F has said she spent time away from work and used annual leave to deal with the matter. This Service's approach is that we don't usually make a specific award for someone's time or calculate it using a set amount. But we will factor in the inconvenience someone may have experienced spending time dealing with a matter. And so, I've kept this in mind in Ms F's case.
- Whilst I recognise West Bay caused avoidable distress by incorrectly saying Ms F had admitted liability, it corrected its position shortly after, and so, the worry she experienced in respect of this was relatively short lived.
- I appreciate Ms F's strong desire to draw this matter to a close but where liability is disputed and there are various parties involved, things will inevitably take longer. So, whilst there have been some shortcomings in respect of its communication with Ms F, West Bay has been progressing her claim to try and resolve the liability issue as I'd expect it to.
- So, considering the above, I'm satisfied £250 compensation is fair and in line with awards this service makes in respect of distress and inconvenience.
- Ms F has raised concerns about having to pay her excess. It's standard practice – regardless of who's at fault – for a policy holder to pay an excess at the start of a claim as ultimately, they've made a claim on their policy. If Ms F has concerns about whether the excess should be covered *once* liability has been settled, she should raise a complaint with West Bay about this in the first instance.

My final decision

My final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms F to accept or reject my decision before 16 October 2023.

Nicola Beakhust

Ombudsman