

The complaint

Mr R has complained about the handling of his motor insurance claim by West Bay Insurance Plc and about the service he received.

What happened

The background to this complaint is well known to both parties, so it serves no purpose to repeat the details here. In summary Mr R was unhappy with the progression of his claim, with the valuation offered and the settlement for his personal belongings.

Our investigator thought West Bay's valuation of Mr R's car was fair, and Mr R accepted this. As this aspect of his complaint as is now resolved I won't comment further. Our investigator didn't recommend that further compensation was offered but agreed that the settlement proposed in respect of the missing belongings was reasonable. Mr R didn't agree. As no agreement has been reached the matter has been passed to me to determine.

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.

Firstly, I'm aware I've summarised the background to this complaint. No discourtesy is intended by this. Instead, I've focused on what I find are the key issues here. Our rules allow me to take this approach. It simply reflects the informal nature of our service as a free alternative to the courts. If there's something I haven't mentioned, it isn't because I've ignored it. I'm satisfied I don't need to comment on every individual argument to be able to reach what I think is the right outcome. I've fully reviewed the complete file and having done so I agree with the conclusions reached by the investigator for these reasons:

- The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. So I've considered, amongst other things, the terms of the insurance contract to decide whether I think West Bay treated Mr R fairly.
- It is clear that this matter caused Mr R much stress and inconvenience. Timescales given by West Bay weren't adhered to and Mr R had to keep chasing for updates. His car was moved without Mr R being advised. There was a delay in getting the repair estimates and then the repair date given was two months away. When Mr R confirmed that his car wasn't drivable the date was brought forward. He was keen to get the repairs carried out expediently and I can see why he was unhappy with the service he received and the delay he experienced in getting the matter resolved. However West Bay have accepted that the service Mr R received was less than he could expect. It apologised and offered compensation of £250. Having looked at the timescales and inconvenience caused to Mr R I find compensation was merited, but that the sum offered is fair and reasonable in the circumstances.
- Mr R has said that several personal belongings went missing from his car. He says

that they weren't removed from his car as originally it was just going in for repair. He believes that his things were stolen whilst in the care of West Bay or its agents. Although it is not possible for me to conclude on the evidence when the items were removed from the car, West Bay has agreed to cover this aspect of Mr W's claim and has considered the receipts Mr R submitted. It has now offered £160.17. I'm satisfied that this is a fair settlement under the policy. Mr R feels that his extra tax and warranty should be covered too – but as these aren't covered by his policy, I don't require West Bay to make any payment for these items. For completeness I would add that I don't find that this sum should be paid as compensation rather than under the policy benefits.

My final decision

West Bay Insurance Plc has already made an offer to pay £250 in compensation, and to settle Mr R's claim for his contents under the policy terms in the sum of £160.17. I think this offer is fair in all the circumstances.

So my decision is that West Bay Insurance Plc should pay Mr R the above sums, if it hasn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 3 October 2023.

Lindsey Woloski
Ombudsman