

The complaint

Mr B complains about West Bay Insurance Plc's response to damage to his vehicle.

Mr B's been represented for the complaint. For simplicity I've referred to the representative's actions as being Mr B's own.

What happened

In November 2023 Mr B's vehicle was damaged by a third-party vehicle. His claim against the third-party was dealt with by an accident management company (AMC) rather than through his motor insurance policy with West Bay.

An agent of the AMC, S, collected the vehicle. It was repaired and returned to Mr B in March 2024. He discovered damage to its roof. He felt S had caused it. S told him to contact West Bay. He complained to West Bay about the damage to the roof.

In May 2024 West Bay issued a complaint response. It said it hadn't been involved in the claim. It explained the AMC had arranged for S to collect his vehicle. West Bay said as it wasn't involved in either collection or repair it wasn't responsible for the damage. It advised Mr B to speak to the AMC about the damaged roof. It did acknowledge the responsibilities of the organisations involved hadn't been explained to Mr B. To apologise it offered £100 compensation.

In June 2024 Mr B, unsatisfied with West Bay's response, referred a complaint about the insurer to the Financial Ombudsman Service. He said since reporting the roof damage there had been an inadequate response from the various insurance companies involved. He said his vehicle being unavailable had caused him inconvenience. He added he had been frustrated by the time and effort spent on dealing with the issue.

In September 2024 the AMC made a resolution offer to Mr B. He accepted it on condition this Service investigate further.

In October 2024 our Investigator considered Mr B's complaint about West Bay. He said the claim had been handled by the AMC – rather than West Bay. So he didn't find it responsible for causing the roof damage or for a failure to address Mr B's concerns about it. He was satisfied £100 was enough compensation to make up for West Bay having failed to explain earlier who was responsible for the matter. As Mr B didn't accept that as a resolution the complaint was passed to me to decide.

This complaint only considers the actions of Mr B's motor insurer– West Bay. It doesn't consider the actions of the AMC or his insurance broker.

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.

As this is an informal service I'm not going to respond here to every point or piece of evidence Mr B and West Bay have provided. Instead I've focused on those I consider to be key or central to the issue. But I would like to reassure both that I have considered everything submitted.

Mr B isn't satisfied with the AMC's offer to resolve his complaint about the roof damage. But I'm not going to require West Bay to take any steps to resolve the matter. As has been explained S wasn't acting as an agent of West Bay when it collected the vehicle. So West Bay's response that it isn't responsible for addressing the roof damage is fair and reasonable.

There appeared to have been some confusion, in April and May 2024, as to who should respond to the roof damage issue. The AMC passed Mr B onto West Bay. In late May 2024 West Bay explained it hadn't dealt with his claim or taken possession of the vehicle. It redirected him to the correct firm – the AMC. West Bay offered £100 for not having explained the set up sooner. I'm satisfied that's enough to make up for a month or so of uncertainty – particularly as it wasn't West Bay that started the confusion.

Mr B has asked why West Bay didn't take responsibility for his claim. As far as I'm aware it was his broker, a separate firm, that referred him to the AMC. So I can't fairly find West Bay at fault for his claim being handled by an AMC rather than through his own insurance policy. He's also said the broker ignored his attempts at raising a complaint against it. Again that isn't something West Bay can be found responsible for.

I understand Mr B's been frustrated by the experience of his claim and the time taken to find a resolution to the roof damage issue. However, I can only, in this complaint against West Bay, consider its actions. Overall I don't consider it to be responsible for the key problem, the damage to the roof, or for resolving it. So I'm not going to require West Bay to pay any additional compensation or to do anything differently.

My final decision

For the reasons given above, I don't uphold Mr B's complaint against West Bay Insurance Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 14 January 2025.

Daniel Martin
Ombudsman