

The complaint

Mr D complains that West Bay Insurance Plc didn't cover the additional hire car costs incurred when he claimed on his van insurance policy.

What happened

Mr D was involved in an accident in his van, so he claimed on his policy with West Bay. West Bay reviewed the claim and accepted it and Mr D's van went in for repair. Due to an issue with the replacement parts the repair took longer than expected. Because of this Mr D kept the hire van he'd been provided with for longer than the policy covered. West Bay said Mr D is responsible for these costs and invoiced him for them. Mr D wasn't happy about this and complained to West Bay.

West Bay reviewed the complaint and didn't uphold it. They said Mr D had kept the hire van for longer than the policy so he's responsible for the additional costs. West Bay also said Mr D hadn't been offered a courtesy car, as he should have been, so agreed to pay £220 towards the hire costs. Mr D didn't think this was fair and referred his complaint here.

Our investigator reviewed the complaint and recommended it be upheld. He recognised that West Bay had made an error and originally agreed to 14 days' hire costs when the policy only allowed for 7 days. However as there was an issue with getting the correct parts, he didn't think it was fair and reasonable for Mr D to be charged for the extra hire and recommended West Bay cover the hire costs up until the date Mr D's van was repaired. However, our investigator didn't think West Bay needed to cover the remaining days between when Mr D's van was repaired (13 May 2021) and when the hire van was returned (17 May 2021).

West Bay didn't agree, they said it wasn't their fault there was an issue with getting the correct parts. They also said Mr D had incurred additional charges as there had been failed attempts to collect the hire van from him.

As West Bay didn't agree the complaint has come to me to decide.

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.

The terms and conditions of Mr D's policy say West Bay will provide a hire van for seven days in the event of a claim. I can see that due to an error by West Bay this was actually approved for 14 days. But as the repair to Mr D's van took longer than this he's incurred additional charges for the hire van. I'm not persuaded it's fair and reasonable, in this particular case, for Mr D to be charged for the additional time he had the hire van for until his was repaired.

I say this because Mr D's policy covers him for seven days hire charges. The repair was estimated to take eight days and so, due to West Bay's error at agreeing the hire for 14

days, he would never have incurred the additional charges if the repair was completed within the estimated time, or even a few days longer.

I've considered West Bay's point about the delay being down to the wrong parts being sent. But I'm not persuaded that means it's fair and reasonable for Mr D to incur the additional hire costs. That's because it's West Bay's responsibility to carry out the repairs promptly and by not having the correct parts it meant Mr D's repair was delayed, at no fault of Mr D. And considering his claim would have been covered for the hire van charges but for the delay in getting the correct parts, it's fair and reasonable in this particular case for West Bay to cover the additional hire charges up until Mr D's van was repaired.

As Mr D kept the van beyond when his was repaired, I'm not persuaded it's fair and reasonable for West Bay to cover the hire charges between 13 May 2021 and 17 May 2021.

I've also considered West Bay's comments about the additional charges due to the Mr D not returning the hire van when requested. However, as I'm satisfied West Bay should have covered the hire charges until the date Mr D's van was repaired, I'm satisfied they should also cover these fees up to the date Mr D's van was repaired as well. I say this because if West Bay had covered the hire van while Mr D's van was repaired, he wouldn't have needed to refuse to turn the van, and therefore wouldn't have incurred these charges.

Mr D also said he didn't sign anything to tie him into the hire van charges. Whether Mr D has signed for the hire charges wasn't part of the original complaint referred to this service. So, if Mr D wishes to complain about that he would need to do it separately.

My final decision

For the reasons explained above, my final decision is that I uphold this complaint. I require West Bay Insurance Plc to pay the additional hire charges until the date Mr D's van was repaired.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 12 May 2022.

Alex Newman
Ombudsman