

The complaint

Miss R has complained about her car insurer, West Bay Insurance Plc in respect of repairs it completed to her car after an accident.

What happened

Miss R's car was taken for repair in late August 2020 and on 7 September 2020 West Bay expected the car would be ready within five working days. It was October 2020 before the car was returned to Miss R and a fault arose. Miss R had a diagnostic done, following which West Bay repaired the car in line with the diagnostic results. The car went back to Miss R on 23 December 2020, but within a few days West Bay collected it again as the fault had reoccurred. In January 2021, another manufacturer dealership diagnosed a different problem which was fixed under the manufacturer's warranty.

Miss R complained. She said it had been difficult being without her car. She had had a courtesy car but this was smaller than hers. And during November and December 2020 she'd had to pay for parking as the courtesy car provided at that time was not registered on her parking permit. She also pointed out to West Bay that she had paid for the diagnostic which had led to the November/December repair. West Bay said the first manufacturer dealership must have misdiagnosed the fault in November, and when the fault was correctly diagnosed in January, it was fixed under warranty. So West Bay felt the further repairs weren't related to the incident or its repairs.

Our Investigator felt West Bay had caused delays in the full repair of the car. He said it should pay £400 compensation for upset as well as reimburse Miss R's parking charges and diagnostic cost, both plus interest.

Miss R said she accepted the findings. West Bay objected to them. So the complaint was passed 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.

The first repair of the car took longer than initially expected. I see that West Bay updated its claim portal which Miss R had access too. But it would still have been frustrating for her that the repairs took longer than initially estimated.

I appreciate that in January 2021 a second manufacturer dealership completed a diagnostic and fixed a fault under warranty. But that doesn't mean the first dealership's diagnostic completed in November 2020 was wrong. And West Bay had accepted that diagnostic, completing repairs accordingly. For me it stands to reason that Miss R is then compensated for her losses, financial and non-financial, which arose out of the need for that repair.

I think £400 compensation for the overall upset caused to Miss R is fairly and reasonably due. I also think that her cost for obtaining the diagnostic report that led to the further repair,

along with her parking charges incurred due to the need for her to use a courtesy car at that time, should be reimbursed. Both plus interest.

Putting things right

I require West Bay to:

- Pay Miss R £400 compensation for upset.
- Reimburse Miss R's parking charges for parking the courtesy car in November and December 2020, plus interest* on each charge from the date each was paid by Miss R until settlement is made.
- Reimburse Miss R's diagnostic cost, plus interest* from 18 November 2020 (the invoice date) until settlement is made.

*Interest is at a rate of 8% simple per year and paid on the amounts specified and from/to the dates stated. HM Revenue & Customs requires West Bay to take off tax from this interest. If asked, it must give Miss R a certificate showing how much tax it's taken off.

My final decision

I uphold this complaint. I require West Bay Insurance Plc to provide the redress set out above at "Putting things right".

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss R to accept or reject my decision before 14 October 2022.

Fiona Robinson

Ombudsman