

## **The complaint**

Miss M complains about the way West Bay Insurance Plc trading as Zenith Insurance handled a claim on her motor insurance policy.

## **What happened**

Miss M's car was damaged when another vehicle reversed into it while it was parked. Having initially contacted her broker, Miss M was told she needed to contact Zenith directly to make the claim. She did this on 30 March 2022, but Zenith's agent failed to set the claim up.

On 20 April Miss M emailed Zenith. She said she'd had no communication from it, and when she phoned its call centre, nobody answered. Miss M complained that she hadn't been provided with a courtesy car. She explained that she needed a car for her job, and was having to pay extortionate amounts for taxis and public transport.

Zenith subsequently set up the claim and on 5 May it instructed its repairers. Unfortunately the first appointment the repairers had available to assess the car wasn't until 23 May.

Zenith offered Miss M £200 to apologise for the delay in her complaint being set up and the long hold times she'd experienced on the phone. But it didn't offer her any compensation for the loss of use of her car. Miss M wasn't satisfied with Zenith's response and brought her complaint to us.

One of our investigators considered Miss M's complaint and thought it should be upheld. She thought Zenith's offer of £200 was reasonable to reflect the delays and service that Miss M received. But she thought Zenith should also pay Miss M £10 per day for the period during which she didn't have use of a car. And she said that should cover the 54 days from the date when Miss M made her claim up to the date when Zenith's repairers assessed the car.

Miss M was happy with the investigator's view. But Zenith only accepted it up to a point. It said it was willing to pay Miss M £10 per day for the loss of use of her car for the period from 30 March, when Miss M first contacted it about her claim, to 5 May when it instructed the repairer. That amounted to 37 days, and £370 compensation. But Zenith didn't agree that it should be held responsible for Miss M's loss of use of her car for the period from when it instructed the repairer to the date of their first available appointment. It pointed out that that was beyond its control.

As Zenith didn't agree with the investigator's view, the complaint's been passed to me.

## **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've reached the same conclusion as the investigator, and for similar reasons.

Miss M's policy provided that *"You will be provided with use of a standard courtesy car while Your Insured Car is undergoing repair, subject to the repair being carried out by Your Insurer's approved repairer"*. And it provided that in most cases the courtesy car would be provided *"during the period of the repairs"*.

It isn't in dispute that Zenith made a mistake in not setting up Miss M's claim when she contacted it on 30 March. When it eventually instructed its repairers on 5 May, the earliest they could assess the car was 23 May – a further 19 days' wait.

I take Zenith's point that the delay between it instructing the repairer and the first available appointment was outside its control. But I don't agree that it follows that it would be unfair to require it to compensate Miss M for this further delay.

Of course it's not possible to be sure what sort of wait there might have been for an appointment if Zenith had set up the claim and instructed the repairers promptly, as it should have done. I acknowledge that it's possible that the wait might have been just the same, or perhaps even longer. But I don't think it would be fair to Miss M to assume that. The wait might just as well have been shorter – and possibly significantly so. The repairer might have been able to assess her car very quickly. And Miss M would have been entitled to a courtesy car while her car was being repaired.

The delay in setting up the claim was Zenith's responsibility. Given that it's simply not possible to know how quickly the repairers would have been able to fit the car in if Zenith had contacted them promptly, I consider that the fairest solution is to require Zenith to compensate Miss M for the loss of use of her car for the whole of the period from 30 March to 23 May – a period of 54 days. And I agree with the investigator that the rate should be £10 per day – a amount we generally consider fair in this type of case.

I'm satisfied that the £200 which Zenith offered Miss M is fair and reasonable to reflect the distress and inconvenienced she experienced as a result of Zenith's poor service.

### **Putting things right**

To put things right Zenith should:

- Pay Miss M £540, being 54 days' compensation for loss of use of her car, at a rate of £10 per day; and
- Pay Miss M the £200 it offered her to apologise for the poor service she received, if it hasn't already done so.

### **My final decision**

My decision is that I uphold this complaint. I require West Bay Insurance Plc trading as Zenith Insurance to put things right by doing as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 28 December 2022.

Juliet Collins  
**Ombudsman**