DRN-4002502

Financial Ombudsman Service

The complaint

Ms R complains about the level of service provided by West Bay Insurance Plc after she made a claim on her motor insurance policy. She wants compensation for the lack of a courtesy car and her trouble and upset.

What happened

Ms R's car was taken for repairs following a claim made on her policy with West Bay. Ms R was unhappy with delays in the repairs and that she wasn't provided with a courtesy car. She explained that this caused her difficulties as she had three children and she was working. And she also said this caused her significant stress and upset that affected her health.

West Bay agreed there had been delays in making the repairs and that it hadn't provided a courtesy car. It said Ms R was entitled to a payment of up to £200 for alternative transport costs, on production of evidence for these. And it paid her £200 compensation for the trouble and upset caused. But Ms R remained unhappy.

Our Investigator recommended that the complaint should be upheld. He thought West Bay had already agreed that there were delays in making the repairs. He couldn't see that there was a limit on alternative transport in the policy's terms and conditions. So he thought West Bay should consider Ms R's evidence of the costs she incurred for alternative transport, but not her fuel or parking costs as she would have incurred these in any case. He couldn't see evidence that West Bay's errors had had an impact on Ms R's health.

West Bay agreed to pay Ms R £339.60 for the taxi costs she incurred whilst she was without her car. But Ms R was unhappy as she thought there had been a breach of her agreement with West Bay that had caused her physical, mental and financial hardship. She wanted further compensation based on the days she was without a courtesy car and to acknowledge the hardship caused.

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.

I can understand that Ms R felt frustrated and stressed by this experience. West Bay said it had caused a delay in the claim as it took some time for it to locate a body shop to carry out the repairs to Ms R's car. From what I can see, it took two weeks for the car to be collected after the incident was reported to West Bay. And then it took a further two weeks for the repairs to be made. Ms R was without a courtesy car in this time.

Ms R said she had trouble contacting West Bay, and it agreed that its call wait times were long. West Bay also said it should have provided a courtesy car whilst repairs were being made.

When a business makes a mistake, as West Bay accepts it has done here, we expect it to restore the consumer's position, as far as it's able to do so. And we also consider the impact the error had on the consumer.

So I've looked to see how West Bay has restored Ms R's position. Ms R's car has now been repaired and returned to her.

West Bay has now agreed to reimburse Ms R's taxi costs whilst she was without a car. I think that's fair and reasonable. The policy provides for a courtesy car whilst repairs are being carried out. But it wasn't Ms R's fault that it took West Bay some time to locate a repairer and she was without transport in this time. So I'm satisfied that West Bay should reimburse Ms R's taxi costs.

Ms R said she also incurred costs for fuel and parking. But I agree with the Investigator that she would have incurred these costs if she was in her own car. So I can't say that West Bay should pay for these costs.

Ms R wanted West Bay to pay her compensation for the days she was without a courtesy car. And we sometimes think this would be fair and reasonable when a consumer suffered a loss of use. But I think West Bay's payment for the taxi costs is an acceptable alternative as it means that Ms R is not out of pocket.

Ms R also said she'd paid for fuel when other people helped her travel. But I can't see that this incurred her any costs that West Bay should reimburse as Ms R would have incurred these costs if she had the use of her own car.

Ms R said she'd lost work because of the stress of dealing with the claim. And she said she had incurred costs for take away food as she was unable to cook.

I was sorry to hear about this. Ms R has provided a doctor's note saying that she was unfit to work following a road traffic accident. But I haven't seen evidence that this was due to West Bay's handling of her claim.

So I'm satisfied that, with its agreement to reimburse her taxi costs, West Bay has reasonably restored Ms R's position.

West Bay acknowledged that the delay in repairs and lack of a courtesy car caused Ms R hardship. It agreed she had trouble contacting it. And it paid her £200 compensation for this. I'm satisfied that this was fair and reasonable as it's in keeping with our published guidance for the level of impact West Bay's errors had. So I don't require it to increase this.

Putting things right

I require West Bay Insurance Plc to reimburse Ms R £339.60 for the taxi costs she incurred whilst she was without a car, as it's already agreed to do.

My final decision

For the reasons given above, my final decision is that I uphold this complaint in part. I require West Bay Insurance Plc to carry out the redress set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms R to accept or reject my decision before 17 April 2023.

Phillip Berechree
Ombudsman