

The complaint

Mr H has complained about the way his motor insurer, West Bay Insurance Plc ('West Bay') dealt with a claim he made on his policy.

West Bay is the underwriter of this policy i.e. the insurer. Throughout the claim Mr H was also dealing with other companies who act as West Bay's agents. As West Bay has accepted it is accountable for the actions of the agents, in my decision, any reference to West Bay includes the actions of the agents.

What happened

In December 2022 Mr H was involved in an accident where his car was damaged and needed to be recovered to a garage. At the time he and his family had been visiting and staying with family in a city several hours away from where they live. He reported the accident to West Bay.

Mr H said he was initially told he and his family would be taken somewhere safe and his car recovered to a garage. But this didn't happen. After waiting for some time the rest of his family travelled to the home of the family member they had been visiting. Mr H said he waited in the car in the cold for ten hours and after two failed attempts at being recovered (the wrong vehicle was sent to recover him) he decided to leave the car and join his family. He said this was also after West Bay told him it would not be taking him to his destination which he considered to be the home where he lives.

The following day, according to Mr H, he was given conflicting information as to whether he would get a courtesy car. He said this resulted in him and his family not travelling back home sooner which meant that he and his wife missed work and his son missed school. He said they eventually travelled back home by borrowing a car from family which he returned a day or so later and then travelled back home on the train.

Mr H claimed for various expenses including underground tickets for his wife and children at £10.50, £77.49 for a taxi to his family member's home, £48.35 to get insured on the family member's car, £90.27 (£52.52 and £37.75) for fuel and £51.80 for his train ticket to return the car. This came to a total of £283.91. West Bay agreed to reimburse £87.99 for the taxi and underground costs and fuel and insurance (only one way) at £100.87. So it agreed to pay a total of £188.86 for expenses.

Mr H wasn't happy West Bay didn't pay for all his expenses and he said it also delayed repairing his car.

West Bay upheld parts of the complaint and awarded Mr H £250 compensation for issues with its online form, poor communication and delays. It said his claim wasn't set up within 24 hours as it happened over the weekend. It apologised for the lack of updates provided by the garage but it said it was the garage's responsibility to keep Mr H updated. But it accepted there were avoidable delays regarding the repairs. It said a courtesy car was provided when one became available, as per its terms and conditions.

Mr H then complained to us. He said he wanted a better apology, more compensation and confirmation that West Bay will never treat a customer like this again.

Our Investigator who looked at the complaint thought West Bay should pay more compensation. She thought that whilst West Bay told Mr H he wouldn't get a courtesy car until his car was at a garage and that this was also subject to availability, she didn't think that he had been given clear information about how to get home after the accident.

The Investigator added that according to the policy Mr H should have been able to claim for the cost of a taxi to travel back home and also to get his family to a safe location – to the family member's home. And had that been the case, he wouldn't have had to make the return trip home and back in order to return the car he had borrowed. She thought West Bay should pay the full £283.91 Mr H claimed for his and his family's travel expenses.

She also thought Mr H minimised his losses by sharing his wife's car while he was without a courtesy car but accepted that he had to hire a car on one occasion to get to the airport. So she thought West Bay should pay back the £201.50 he paid for this. Furthermore, she thought West Bay should pay a further £100 compensation to bring this to £350 in total.

Mr H agreed with our Investigator but West Bay didn't and asked for an Ombudsman's decision. It said that Mr H's destination was not his main home but the home of the family member he was temporarily staying with. It said the policy doesn't cover Mr H getting back home though it did agree for him to borrow a car to drive home. It said there was no provision for a courtesy car if none was available. In relation to the repairs it said the car had to be assessed to ensure it wasn't a total loss before a courtesy car could be provided. And a courtesy car was provided once one was available. It said overall there was a delay of 15 working days between Mr H getting a courtesy car and this was due to the fact that the garage was closed for the Christmas holidays.

Our Investigator didn't agree. She said Mr H's final destination was his home. She also said the policy provides for payments of up to £100 per person in respect of alternative travel expenses. She added that she thought there was a delay in the courtesy car being provided and had Mr H not minimised his losses by borrowing his wife's car he would have been entitled to compensation for loss of use of his car. But West Bay wanted 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.

Having done so, I have decided to uphold it.

The policy says that if the insured calls straight after an accident they will be provided with a free courtesy car while their car is being repaired (subject to availability), free collection and redelivery and free cleaning service. Later on, the policy says that if the insured vehicle is being repaired by approved repairers West Bay will provide a courtesy car (subject to availability) for the duration of the repairs.

In terms of emergency transport and accommodation the policy says if the insured is not able to drive their vehicle as a result of the accident West Bay will assist with getting them and their passengers to a safe location. West Bay will also pay up to £100 per person in respect of alternative travel expenses for the insured and their passengers to reach their destination or emergency overnight accommodation for the insured and their passengers when an unplanned overnight stay is necessary.

The accident happened on 17 December 2022. Two days later, Mr H chased for an update as he hadn't had any. The car was inspected on 24 January 2023. On 20 February West Bay wrote to Mr H to say that it had received an estimate regarding his repairs and that it would take seven to ten days for its engineers to inspect his car. Repairs were authorised on 22 February 2023 and completed at the end of March. Mr H was provided with a courtesy car between 25 January and 30 March.

The biggest issue in dispute is that West Bay is saying that Mr H's destination wasn't his home which was several hours away but the house he had been staying at which was in the same city as where he'd had his accident. The policy says there will be cover for Mr H and his passengers to go to a safe location. In this case I think that was the house they were temporarily staying at but not their home. West Bay has paid these costs.

The policy also says that West Bay will pay up to £100 for the driver and their passengers to reach their destination. West Bay says the destination was also the temporary home and not their actual house. I don't agree and I don't think this would be a fair and reasonable interpretation of the policy terms in these specific circumstances. I say this because the policy already covers expenses to travel to a safe location. The accident happened over the weekend and Mr H confirmed that his destination was his home. He had travelled to a different city to help move one of his children who had been at university and the plan was for the family to travel back home with several pieces of luggage. So in the specific circumstances I agree that Mr H's destination was his home and not the temporary home he was staying at. So I think West Bay should pay the additional £95.05 Mr H has claimed for travelling to his home and having to travel back to a different city to return the car he had borrowed.

Mr H also said, at some point before he got the courtesy car he had to hire a car to travel to the airport for a trip abroad. He took the coach back. The policy may not cover the cost of hire but in the circumstances I think it would be fair and reasonable for West Bay to reimburse Mr H those costs. I say this because Mr H hadn't been provided with a courtesy car until his was in for repair, over a month after the accident. Mr H mitigated his loss by sharing his wife's car but this was still something that caused him inconvenience, because his wife also needed her car. And, there is an argument that it would have been fair and reasonable for West Bay to compensate him for the loss of use of his car over this period. Because he had to wait a long time for his car to go in for repairs and though I appreciate he had a car for some days when he was using his wife's car there were some days when he didn't. As loss of use is normally awarded at £10 per day, I think the £201.50 Mr H is claiming for the cost of his hire car is fair and reasonable.

Our Investigator thought West Bay should reimburse the cost of the car but not the bus (£33) as this would have been offset by Mr H's fuel costs- had he driven. I think this is fair.

West Bay agreed that there were issues with its online form as well as its service and delays in the car being repaired. It has offered Mr H £250 but our Investigator felt that £350 was more appropriate. I agree. It took around three months for Mr H's car to be repaired and though he had a courtesy car for two of those he still had to go through the inconvenience and the stress of being without his car. And West Bay acknowledged that its engineers caused delays. West Bay said that it would have been for the garage to update Mr H but as the garage is acting as its agent in these circumstances I think it would be responsible for its actions. So it is also responsible for the lack of updates provided by the garage.

Mr H asked for a better apology but I am of the opinion that a forced apology will not have any meaning so I will not ask West Bay to provide a further apology. In relation to seeking confirmation that West Bay will not treat another customer like it treated Mr H, this isn't

something I can consider as part of this complaint. Our remit is limited to considering individual complaints that come to us and not the wider impact of a business's actions on other consumers. That is a matter for the regulator, the Financial Conduct Authority.

My final decision

For the reasons above, I have decided to uphold this complaint. West Bay Insurance Plc must:

- Pay Mr H £350 in total to compensate him for the distress and inconvenience it caused him. If it has already paid the £250 it offered it must now only pay a further £100.
- Pay Mr H £201.50 for the cost of the hire car and a further £95.05 (so a total of £283.91) for travel expenses. It must also pay interest at the simple rate of 8% per year on these amounts from the dates Mr H paid them to the date it pays him.

If West Bay Insurance Plc pays interest and considers that it's required by HM Revenue & Customs to withhold income tax from that interest, it should tell Mr H how much it's taken off. It should also give Mr H a tax deduction certificate if he asks for one, so he can reclaim tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 20 July 2023.

Anastasia Serdari
Ombudsman