

## **The complaint**

Mr S says that after he made a claim on his motor insurance policy, West Bay Insurance Plc provided poor service and didn't ensure the repairs on his van were dealt with properly.

## **What happened**

The front of the driver's side on Mr S's van was damaged in a non-fault incident in September 2022. West Bay's repairer ('garage A') dealt with most of the damage, but it didn't think an oil leak Mr S had pointed out was related to the accident. West Bay's engineer agreed with garage A that the leak was the result of wear and tear. Mr S and his mechanic said wear and tear was present, but the incident had accelerated it, leading to the leak.

When Mr S was driving the van home after the repairs, some trim fitted around the windscreen fell off. Garage A replaced it three times then used an adhesive (as well as clips) to keep it in place. Mr S said that was wrong, as if the windscreen needed replacing at some point, the use of the adhesive would cause problems and result in additional costs.

Mr S also said the leak had worsened over time, yet West Bay's engineer took four weeks to tell him to stop driving the van. He said that delay had caused further damage and that his mechanic thought a new engine and gearbox were needed. Mr S also said he'd spent a huge amount of time dealing with West Bay and garage A about the claim – including having to return the van four times for the trim to be fixed, so he'd lost income.

West Bay didn't uphold Mr S's complaint. It said garage A had told him from the start that it didn't think the leak was accident related – but that as he disagreed, West Bay had arranged for the van to be reinspected. Garage A didn't change its view, and when West Bay's senior engineer reviewed the images it had taken of the engine, he agreed with garage A. In relation to the trim, West Bay said garage A would rectify it as necessary.

One of our investigators said she didn't think Mr S had shown the leak was accident related, but she thought West Bay should pay him £350 for inconvenience and cover the cost of a lasting trim repair by Mr S's garage. West Bay offered to cover the cost of any future problems arising from the trim's fitting, so the investigator then said it need only pay the £350 compensation. Mr S asked for a review of his complaint by an ombudsman.

## **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 leak*

I can see from the claims notes that garage A described the impact of the accident on the van as 'light', and I think the extent of the damage that was repaired (and its cost) reflects that fact. Mr S says when he first collected the van from the garage, it said there was no leak. The claims notes say the garage told him it had found some old leaks that weren't related to the accident. Either way, Mr S was made aware that the leak as reported by him

was very unlikely to be repaired by West Bay.

Following the reinspection, West Bay's senior engineer said it wasn't surprising there was evidence of several old leaks, given the van's age and very high mileage. He thought it was a clear-cut case of wear and tear. In his opinion, the images showed that oil had been leaking for some time, and dispersed oil had blown back to onto the van's underside, picking up dirt over time. Mr S said his mechanic thought the images were inconclusive, so Mr S thought West Bay's engineer should have attended the reinspection. But it's common practice for engineers to carry out desktop assessments and to attend in person only when that isn't possible or appropriate. I don't think the engineer would have given an opinion unless he thought there was sufficient evidence available to him to support it. I don't think his attendance at the reinspection is likely to have made a difference.

If Mr S thinks the accident caused the leak, it's for him to show that's more likely than not to have been the case. I can see why West Bay doesn't think he's done so. He says there was no leak before the accident and no evidence of it when the van was serviced in June 2022. But he and his mechanic accept that wear and tear was present. I think it was reasonable for West Bay to conclude that the root cause of the leak was wear and tear. I think it has shown that there was some leakage of oil before the accident. And a seal that's about to fail can do so at any time. I think it's possible that a seal that had started to fail could have been affected by an impact - but in my opinion, the cause of the leak would still be wear and tear.

At the end of October 2022, Mr S's broker told West Bay Mr S was now having to add a litre of oil to the engine every three days as the leak was much worse. On 10 November 2022 West Bay's engineer told Mr S not to drive the van. Mr S says he should have been told that weeks earlier and that the delay may have led to the engine being damaged further. The engineer's response was that West Bay wasn't aware weeks earlier that the leak had worsened. I think the engineer could have called Mr S a few *days* earlier (especially as the broker had called again to say smoke was starting to appear). But I also think Mr S had a duty to mitigate the situation. If he was alarmed by the increase in the loss of oil and feared it might cause serious damage to the engine, he could have had it repaired. I think many consumers in his position would have done so. The cost of the repair wasn't likely to be refunded by West Bay, but it would have avoided further, much more expensive damage.

### *The trim*

Mr S's mechanic thinks the use of the adhesive will cause future problems. And Mr S provided an opinion from a garage's after-sales manager who shares that view. He said if the windscreen ever has to be replaced, the trim will have to be destroyed, rather than unclipped, in line with the manufacturer's original design and standard. So Mr S would have to pay for a new trim, plus any associated costs for the damage caused when removing it.

Garage A tried several times to attach the trim with clips, but it didn't work, so I don't think it was unreasonable for it to try something different. Mr S suggested recently that the frame the trim is fitted to may have become twisted in the accident (and that the duct tape garage A used has caused damage to the paintwork). But these issues weren't raised with West Bay as part of his original complaint, so it hasn't had the chance to investigate and comment on them. That means they would have to be part of a new complaint to West Bay.

Meanwhile, West Bay says the issue of the adhesive causing problems should the windscreen have to be replaced is speculative. I think that's a fair point. There's no certainty that it will cause a problem, and there's no problem currently. The windscreen may not have to be replaced whilst Mr S owns the van. And West Bay has confirmed in correspondence with us that should an issue with the trim arise in the future, it will deal with it. Mr S thinks that won't happen, as he's now with a new insurer. But the issue will remain one for West

Bay to resolve if necessary, as its part of Mr S's established claim and his complaint. So if West Bay doesn't ensure it's dealt with, Mr S can complain to it - and if necessary, to us.

### *Time and inconvenience*

Mr S estimates that he lost several days' pay chasing West Bay and returning the van to garage A. There's always some inconvenience to a consumer if they make a claim. If a dispute arises, it's inevitable that a consumer will spend more time than usual dealing with the claim, as a consequence of the dispute. So unless an insurer caused or delayed the dispute unreasonably, I don't think it should have to pay for all the time a consumer spent on it. Mr S hasn't provided evidence of the time spent on the claim (or how he reached his estimate) anyway. I can see from the claims notes that his broker called West Bay many times - and Mr S no doubt instructed the broker. But from what I've seen, the calls didn't take up hours. Mr S shouldn't have had to return the van to garage A, although it seems the trips were reasonably brief, and it was possible for him to work before and after them. But Mr S was definitely inconvenienced and should be fairly compensated for that.

### *In summary*

In my opinion, £350 is an adequate sum to reflect the effect of West Bay's poor service on Mr S. As he wasn't at fault for the accident, it must be galling for him to be out of pocket. I know he firmly believes that West Bay has let him down, and that as a result he's had to spend a protracted period arguing about various issues, which has taken up a lot of his time and energy. I sympathise with Mr S, and I have no doubt he's found the situation stressful. But I don't think West Bay acted unreasonably in terms of the oil leak. It will cover any future expense linked to the trim's fitting. And Mr S can raise any new issues he has with West Bay for it to consider as a separate complaint. Based on all the information I've seen, I don't think it would be fair and reasonable to require West Bay to pay compensation beyond £350.

### **My final decision**

My final decision is that I uphold this complaint and I require West Bay Insurance Plc to pay Mr S £350 for inconvenience. Under the rules of the Financial Ombudsman Service, I must ask Mr S to accept or reject my decision before 18 September 2023.

Susan Ewins

**Ombudsman**